



Amendment No. 6  
to  
Agreement No. 9100 NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC and WERC IT Study)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Million Seven Hundred Thirty Three Thousand Five Hundred Twenty Eight dollars (\$2,733,528)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 451,257	\$ 7,972,224
Amendment No. 2: Modify Agreement Exhibits	\$ 0	\$ 7,972,224
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 122,240	\$ 8,094,464
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 55,000	\$ 8,149,464
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 2,718,528	\$ 10,867,992
Amendment No. 6: Exercise Extension Option #2 and Add One-Time Funds to Agreement (Oct. 1, 2018 – Sept. 30, 2020)	\$ 2,733,528	\$ 13,601,520

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 – Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 – Program Work Statement**. [Revised 9/20/2019]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new Exhibit A.2 -- Program Performance Measures. [Revised 7/1/2019]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new Exhibit B.1 -- Program Budget and Narrative. [Revised 7/1/2019]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new Exhibit B.2 -- Program Subgrantees. [Revised 7/1/2019]

**4.0 The following Terms and Conditions have been MODIFIED:**

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$2,733,528 (Two Million Seven Hundred Thirty Three Thousand Five Hundred Twenty Eight dollars).

**5.0** MBE/WBE goals were not established for this Agreement.

**6.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

**7.0** By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

**8.0** All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD  
Tamara Atkinson, Executive Director  
9001 N. IH-35, Ste. 110E  
Austin, TX 78753

Date: 8/28/19

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: 9.30.19

## **Program Work Statement**

**Contract Start Date**

**9/1/2015**

**Contract End Date**

**9/30/2020**

### **Program Goals And Objectives**

Workforce and Education Readiness Continuum (WERC) Helps Austin and Travis County Adults and Families Transition Out of Poverty:

WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

WERC Removes Cultural and Language Barriers: WERC is committed to serving clients no matter their level of education and work-ready progression. This includes limited English proficiency and/or other communications needs.

WERC Mitigates Barriers and Challenges to Client Access: WERC makes it easy for Austin and Travis County residents to find the services they need. With ECM, a shared client database system that all WERC partners use, and service locations all over the city, career counselors can provide a "one-stop shop" to eligible clients. Most locations that offer direct client services are:

American Youthworks: 1901 E Ben White Blvd  
Austin Area Urban League: 8011 Cameron Rd  
City of Austin Rosewood-Zaragosa (RZ) Neighborhood Center: 2800 Webberville Rd  
City of Austin South Austin Neighborhood Center: 2508 Durwood St  
City of Austin St. John Community Center: 7500 Blessing Ave  
El Buen Samaritano: 7000 Woodhue Dr  
Foundation Communities Spring Terrace: 7101 N Interstate 35  
Foundation Communities Skyline Terrace: 1212 W Ben White Blvd  
Foundation Communities Garden Terrace: 1015 W William Cannon Dr  
Foundation Communities Capital Studios: 309 E 11th Street  
Foundation Communities Bluebonnet Studios: 2301 South Lamar Blvd.  
Foundation Communities Arbor Terrace: 2501 S IH 35 Frontage Rd.  
Foundations Communities Lakeline Station Apartments: 13635 Rutledge Spur  
Foundation Communities Trails at Vintage Creek Apts Learning Center: 7224 Northeast Dr  
Foundation Communities Trails at the M-Station Apts Learning Center: 2906 E MLK Blvd  
Goodwill Community Center: 1015 Norwood Park Blvd  
Goodwill Resource Center: 6505 Burleson Rd  
Literacy Coalition of Central Texas: 724 Eberhart Ln #500  
Manos de Cristo: 4911 Harmon Ave  
Workforce Solutions North Career Center: 9001 N IH 35, Suite 110E

### **Program Clients Served**

City of Austin or Travis County residents, 18 years old or older, at or below 200% of poverty who demonstrate one or more barriers to self-sufficiency such as low literacy, low English proficiency, lack of basic education, and/or limited work skills. American Youthworks, a subgrantee of the WERC program, serves clients 16 years old or older. WERC clients are deemed eligible according to the City of Austin Public Health Services Social Service Contract Client Eligibility Requirements.

#### **GENERAL**

If client is claiming homeless status, they do not need Proof of Residency or Income. Homeless status is indicated on the Intake Form and documented by a Certification of Homeless Status. WERC partners do not utilize HMIS.

Documentation receipt dates are attested to by WERC staff signature and date on Intake Form.

Recertification documentations are attested to by WERC staff initials and date on Recertification section on Intake Form

#### **RESIDENCY**

Accepted documentation of Proof of Residency also includes a piece of mail showing client's name and address

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## **Program Work Statement**

**Contract Start Date**

**9/1/2015**

**Contract End Date**

**9/30/2020**

### **INCOME**

Income eligibility determination is based on 30 days of gross calculated income within the 45 days prior to intake

If gross pay, pay date, and/or frequency of pay is not clearly indicated on a paycheck/paystub documentation, the client or case manager may attest to gross pay, pay date and/or frequency of pay by writing a note on the pay stub and dating and initialing the note, which can then be uploaded to ECM.

Self-Certification of Income for Client or Client's family member may be attested to and signed by the Client if the Client is not receiving direct financial assistance

Self-Certification of No Income for Client or Client's family member may be attested to and signed by the Client

Acceptable documentation of Proof of Income also includes an Attestation of Self-Employment Form and/or an Employer Certification of Income Form

### **Approved Client Eligibility Exception:**

In addition to the "Definition of Family" in Exhibit A.3, any person that can be claimed as a dependent on federal taxes may be included when determining family size for client eligibility. Upon initial intake, clients are at or below 200% FPIG.

### **RECERTIFICATION**

WERC partners conduct annual recertification. For clients whose family income is less than 250% of FPIG, services outlined in their current Individual Employment or Education Plan, including post-employment follow-up services and employment and retention incentives, can be completed, but no additional services or objectives may be added to the IEP. For clients whose family income is equal to or less than 200% of FPIG, services outlined in their current IEP, including post-employment follow-up and retention incentives, can be provided, as well as additional services or goals in their IEP.

Clients determined to be above 250% of FPIG at annual recertification may still receive post-employment retention follow-up services to track retention, but no retention incentives can be offered to the client.

Outreach is targeted to members of one or more of the following sub-groups: African-American male, Hispanic/Latina female, individuals who can benefit from educational services, individuals who have been historically under-employed, families with young children, and ex-offenders.

## **Program Services And Delivery**

### **ASSESSMENT:** Provided by all partner agencies

Partners providing direct services to clients may use the WERC Common Intake Form to assess clients for eligibility and suitability based on agreed-upon standards, such as client-reported need and barriers. Some agencies may choose to use a variation of the Intake Form, but all agencies collect the same information for all clients.

### **INDIVIDUAL EMPLOYMENT OR EDUCATION PLAN:** Provided by all partner agencies

Case managers help clients develop an Individual Education or Employment Plan which includes an outline of the client's goals, experience, strengths & barriers, and schedule of future services and activities. It both keeps the client accountable and helps the case manager track progress. In addition, if the client transfers to another agency, an IEP on file keeps the continuity of service intact.

**FOUNDATIONAL EDUCATION AND LITERACY:** Available to clients who are given a pre- and post-test to assess their need and measure their performance.

Provided by El Buen Samaritano, Manos de Cristo, Literacy Coalition of Central Texas, and Foundation Communities-English as a Second Language: Speaking, Listening, Reading, and Writing instruction in English to non-native English speakers

Provided by Literacy Coalition of Central Texas-Adult Basic Education: Reading, Math, and Language instruction in English to students who score lower than 9th grade level on their pre-test

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## **Program Work Statement**

**Contract Start Date**

**9/1/2015**

**Contract End Date**

**9/30/2020**

Provided by Literacy Coalition of Central Texas-GED Preparation: Reading, Math, and Language instruction in English to students who score higher than 9th grade level on their pre-test and are preparing for the GED test

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-Computer Literacy: Basic Computer Skills instruction in English or Spanish to students who need additional computer skills for employment

Embedded in the curriculum of most partners is Financial Literacy: Instruction in English or Spanish covering topics such as How to Open a Bank Account, How to Develop a Budget, What Does Your Credit Score Mean?

**JOB TRAINING:** Available to clients who complete pre- training assessment to ensure they are an appropriate candidate for a training program that leads to employment

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, and the Rosewood-Zaragosa Neighborhood Center)- Training in approved industry-recognized programs such as healthcare, skilled trades/manufacturing and information technology.

**WORKFORCE DEVELOPMENT:** Available to clients who have expressed an interest in obtaining employment or increasing their income

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, and the Rosewood-Zaragosa Neighborhood Center)-Customized job search assistance, retention follow-up, one-on-one case management, and job search tools and workshops such as How to Build a Resume, How to Interview, and Goal Setting

**SUPPORT SERVICES:** Clients who are actively enrolled in and participating in WERC services may also receive the following supportive services to assist them in continuing their training program or finding or maintaining employment

May be provided by all partner agencies as long as clients meet additional eligibility requirements; specifically, they must be able to provide income documentation (i.e. they cannot use a Self-Certification of Income as Proof of Income) and demonstrate need-Identification Assistance: Financial assistance for a driver's license or copy of a birth certificate is provided to help clients obtain identification documentation needed for employment; Placement/Retention Incentives: Clients receive incentives for reaching employment milestones as a "funding bridge" before first paychecks and during the first 6 months of employment. Proof of milestones is required; Work Preparation Assistance: Clients receive assistance to obtain items necessary for interviewing or employment, such as uniforms, tools, work-appropriate attire, or a TABC/OSHA/Food Handler's Certificate. Proof of an impending interview or job offer is required.

Clients may be eligible to receive up to five \$25 incentives (maximum allowed amount is equal to \$125 per client) for reaching employment milestones. Clients are eligible for a \$25 incentive at job placement, 30-day employment retention, 60- day employment retention, 90-day employment retention and 180-day employment retention. These incentives are provided to help clients transition from a dependence on social services towards self-sufficiency.

Provided by all partner agencies-Emergency Assistance: Clients receive assistance for emergency housing costs, basic and essential utilities, and car expenses. Documentation as outlined in the current WERC program policies that helps establish need for this service is required.

Provided by all partner agencies to clients eligible for childcare services-Childcare Assistance: WERC clients are considered part of Priority Group 3 to access federal childcare funds without expending any WERC funds. Priority Group 3 allows for preferential placement over non-prioritized individuals.

**TRANSITION AND TRACKING:** Provided by all partner agencies-Partners assist clients in transitioning into the next phase of the client's Individual Employment or Education Plan. WERC clients placed in employment are tracked for 6 months to ensure that clients reach self-sufficiency goals. The shared database, ECM, and agencies' access to other databases assist in client tracking.

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## **Program Work Statement**

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2020

WERC IT STUDY: The mission and efforts of the WERC agreement aim to help Austin and Travis County residents transition out of poverty through access to education and workforce development services. Close coordination with community partners and thorough data analysis are both integral components of ensuring quality workforce development and education services are available for clients. Workforce Solutions Capital Area recently spent over a year working with the community to develop the Austin Metro Area Master Community Workforce Plan (Master Plan), which lays out a common agenda and establishes a framework for collaboration to coordinate the efforts of the region's workforce development organizations and educational institutions. Partnering with the City of Austin and close to forty other area partners including government agencies, social service agencies, area hospitals, private sector companies, and worker unions; the overarching vision for this plan is a more demand-driven workforce system that effectively engages employers, community-based organizations, and educational institutions and successfully prepares economically disadvantaged residents for good jobs. The objective of the plan is to ensure that 10,000 Central Texas residents living at or below 200% of poverty will secure middle-skill jobs by 2021.

The Master Plan strategy is centered on an industry sector-based approach, beginning with three key regional industries: Healthcare, Information Technology (IT), and Skilled Trades/Advanced Manufacturing, which also represent some of the best middle-skill career opportunities for economically disadvantaged residents.

As part of this sector-based approach, Workforce Solutions Capital Area will serve as the backbone organization for a new regional workforce effort known as the Central Texas IT Workforce Survey that includes fundraising and procurement of an IT Workforce Study. The program will consist of a multi-year budget and narrative form, with \$15,000 one-time funding to be spent from July 1, 2019 to September 30, 2020. Workforce Solutions Capital Area will submit the final scope of work for the study and the final report to Austin Public Health and the City of Austin's Economic Development Department.

### **System for Collecting and Reporting Program Data**

A key component of WERC's collaborative structure is ECM, a shared client data management system which includes eligibility documentation and allows partners to track clients, services, referrals, and outcomes. ECM includes, at minimum, the following components: Client Intake / Eligibility, Case Notes, Priority Sub-Group Identification (when applicable), / Employment Verification, Service Tracking (types of service provided, dates, provider, outcomes, etc.), Performance Reports, Referrals and, Information Security, and Privacy Support. As soon as data is entered ECM, it is available to anyone in the collaborative who needs access to it. Managers can run reports on performance at any time and case managers receiving referrals from other agencies have access to eligibility documentation and provided services. ECM also supports the WERC Director of Contract Compliance and the WFS Director of Performance ability to run reports for the Quarterly Reports entered in CTK, performance reports presented to the Board of Directors, and any other ad hoc reports.

### **Performance Evaluation**

Performance evaluation: Performance is continuously evaluated to ensure WERC is meeting its goals:

Monthly: Director of Workforce Performance analyzes individual agency performance pulled from ECM and WFS's accounting team analyzes expenditure reports submitted through invoices.

Monthly: Individual and project-wide program performance data and information from the month is communicated to Director of Contract Compliance and Chief Operations Officer.

Bi-Monthly: WERC performance data and any outstanding issues are relayed to the Board of Directors for discussion if needed.

Quarterly, partners who do not produce reasonable results or who are under- or over-expended may be placed on a Performance Improvement Plan (PIP). ECM data and expenditure reports are used to determine where performance issues originate (intake, retention, completion rates, etc.) and can help drive the corrective actions in the PIP.

In addition, the WERC definition for denominator of the outcome indicating the percent of individuals who complete an educational program and demonstrate improved knowledge, is the number of clients completing an educational program.

Quality improvement: All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address

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## **Program Work Statement**

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2020

every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Director of Contract Compliance, Director of Performance, and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

One-on-One Performance Meeting: monthly meeting between Workforce Solutions' WERC contract manager and the program manager of an agency to discuss performance, budget, improvement strategies, and any concerns specific to that agency.

Frontline Staff: quarterly meeting with Workforce Solutions' WERC Director of Contract Compliance, Director of Performance, Quality Assurance Specialist and direct service staff from all agencies to discuss issues or concerns that are common throughout the Continuum.

Advisory Council: meetings as needed with Workforce Solutions' management team and the executive directors of each agency to discuss the "big picture" and future of the project.

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained, and the correct eligibility policies are being followed.

### **Quality Improvement**

Quality improvement: All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Director of Contract Compliance, Director of Performance, and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

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Advisory Council: meetings as needed with Workforce Solutions' management team and the executive directors of each agency to discuss the "big picture" and future of the project.

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained, and the correct eligibility policies are being followed.

### **Service Coordination with Other Agencies**

WERC actively encourages partners to co-enroll WERC clients into non-WERC programs when appropriate. Austin Community College, Skillpoint, and the agencies in the BSS+ Coalition do not have a WERC budget but were once part of the collaborative and have agreed to receive referrals from WERC staff to ease the transition of clients into their services. In addition, some WERC agencies also administer the federal funds for the Workforce Innovation Opportunity Act (WIOA), the Supplemental Nutrition Assistance Program (SNAP), Choices (formally the Temporary Assistance for Needy Families - TANF), and subsidized childcare services in Austin and Travis County. As such, WERC can ensure co-enrollment for eligible and suitable clients into those public benefit programs, leveraging City funds to maximize client access to services not available through the WERC Continuum.

## ***Program Work Statement***

***Contract Start Date*** 9/1/2015

***Contract End Date*** 9/30/2020

### ***Service Collaboration with Other Agencies***

There is a formal agreement between each WERC partner and Workforce Solutions that specifies the vital role each play as part of the Workforce and Education Readiness Continuum. This agreement includes an assurance that each WERC agency accepts referrals from another WERC agency as resources allow. This allows clients who choose to move through the Continuum to take advantage of the wide variety of services available. Moving through the continuum may not be appropriate for everyone, but WERC staff encourages clients to take advantage of the wide variety of services available at different partner agencies.

The partners in WERC share a client database management system (ECM) as the backbone to the referral system infrastructure. ECM promotes and strengthens collaboration through data sharing, coordination, and service delivery, while supporting the transition of clients along the continuum of services. Clients no longer must collect the same documentation as they move between providers and programs within the Continuum. ECM also allows partners to ensure they are not duplicating services, including support services, for any one client.

### ***Community Planning Activities***

Workforce Solutions' Chief Executive Officer serves on the Community Action Network (CAN) Board of Directors and is the past-chair. Further, Workforce Solutions is a board member for the Capital Area Economic Development District affiliated with CAPCOG. In addition, WFS is strategically linked to the following key community plans that impact WERC's proposed services:

Austin Opportunity Youth Collaborative (AOYC): Workforce Solutions serves as the backbone entity for this collective impact model that seeks to re-engage opportunity youth (defined as young adults between the ages of 16-24) in career pathways. Most WERC partners are also members of AOYC, with direct alignment between planning efforts.

Austin Metro Area Master Community Workforce Plan: The Master Plan outlines a common agenda and establishes a framework for collaboration to coordinate the efforts of the region's workforce development organizations and educational institutions. The work is carried out by a network of partners and employers committed to implementing the systems change and strategies associated with the Master Plan. The goal of the Master Plan is to make Austin more affordable by improving economically disadvantaged residents' access to better economic opportunities.

Workforce Innovation and Opportunity Act Local Workforce Development Board Plan: Workforce Solutions as required by the Texas Workforce Commission developed a plan that outlines the provision of program services in Travis County and highlights coordination with other programs and agencies including Adult Literacy, TWC and Vocational Rehabilitation Services. A component of this plan is tracking training-related employment outcomes. Workforce Solutions commits to aligning all it does, including WERC, with the standards that are adopted out of this planning process.

## Program Performance Measures

<i>Contract Start</i> 9/1/2015		<i>Contract End</i> 9/30/2020	<i>Period Performance Start</i> 10/1/2019		<i>Period Performance End</i> 9/30/2020		
		<i>Outputs</i>					
<i>OP #</i>	<i>Output Measure Description</i>				<i>Period Goal</i>		
					<i>City</i>	<i>Other</i>	<i>Total</i>
1	Total Number of Unduplicated Clients Served				1300		1300
2	Total number of unduplicated clients served in Adult Basic Education				48		48
3	Total number of unduplicated clients served in English-as-a-Second Language				365		365
4	Total number of unduplicated clients served in Occupational Training				238		238

## Program Performance Measures

		Contract Start 9/1/2015	Contract End 9/30/2020	Period Performance Start 10/1/2019	Period Performance End 9/30/2020		
		<b>Outcomes</b>					
OC Item	Outcome Measure Description					Total Program Goal	
1 Num	Number of individuals obtaining employment					416	
1 Den	Number of individuals exiting the program					620	
1 Rate	Percent of individuals obtaining employment					67.1	
2 Num	Number of individuals who complete an educational program that improves their knowledge					228	
2 Den	Number of individuals participating in the educational program					285	
2 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge					80	
3 Num	Number of clients who complete an adult literacy program and demonstrate improved knowledge					225	
3 Den	Number of clients exiting an adult literacy program					345	
3 Rate	Percent of individuals who complete an adult literacy program and demonstrate improved knowledge					65.22	
4 Num	Number of clients who obtain or improve employment and retain employment after 6 months					208	
4 Den	Total number of clients who obtained their first job or improved employment 6 months prior					416	
4 Rate	Percent of clients who obtain or improve employment and retain employment after 6 months					50	

## Program Budget and Narrative

Program Start 10/1/2019  
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$256,065.00	\$42,061.00	\$298,126.00
General Operations Expenses	\$89,170.00	\$9,335.00	\$98,505.00
Program Subgrantees	\$2,373,293.00	\$578,919.00	\$2,952,212.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$2,462,463.00	\$588,254.00	\$3,050,717.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$2,718,528.00	\$630,315.00	\$3,348,843.00

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and payroll taxes for programmatic and administrative staff related to the WERC program.

#### General Op Expenses

Costs associated with ECM, a shared client data management system and online learning system and other expenses related to data collection and processing; office and program supplies; staff travel and training costs within Travis County; printing and shipping expenses; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease, repair, and maintenance; facility costs which include building rent and utilities; and auditing services and other professional services.

#### Program Subgrantees

Costs associated with agreements with community partners working with clients to provide Occupational Skills Training, Adult Basic Education, and/or other workforce and educational programs. Expenses will be related to the provision of intake, case management, counseling services, training, emergency support services, and follow up services for clients. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

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## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	Contract Start 9/1/2015 Contract End 9/30/2020
Period Start Date	7/1/2019	10/1/2019		
Period End Date	9/30/2019	9/30/2020		<b>Total</b>
Salary plus Benefits	\$0.00	\$0.00	\$0.00	\$0.00
General Operations Expenses	\$2,000.00	\$13,000.00	\$0.00	\$15,000.00
Program Subgrantees	\$0.00	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$2,000.00	\$13,000.00	\$0.00	\$15,000.00
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00	\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,000.00	\$13,000.00	\$0.00	\$15,000.00
Total Period Percentage	13.33	86.67	0	

### Detailed Budget Narrative

#### Salaries plus Benefits

#### General Op Expenses

Professional fees for consultant(s) related to IT Study; printing, office supplies, postage related to IT Study; Mileage, parking for staff working on IT Study

#### Program Subgrantees

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

## Program Subgrantees

### Contract Term

**Start Date** 9/1/2015

**End Date** 9/30/2020

## Subgrantee's Information

### Name

American Youthworks

### Length of Term

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$137,536.00

**Number of Clients to be Served:** 80

### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2020

### Subgrantee's Information

#### Name

Literacy Coalition of Central Texas

#### Length of Term

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$339,092.00

**Number of Clients to be Served:** 110

#### Services to be subcontracted

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2020

### Subgrantee's Information

#### Name

Goodwill Industries of Central Texas

#### Length of Term

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$526,319.00

**Number of Clients to be Served:** 240

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2020

### Subgrantee's Information

#### Name

C2GPS

#### Length of Term

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$810,495.00

**Number of Clients to be Served:** 250

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

**Contract  
Term**

**Start Date** 9/1/2015

**End Date** 9/30/2020

### Subgrantee's Information

**Name**

Manos de Cristo

**Length of Term**

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$82,914.00

**Number of Clients to be Served:** 130

**Services to be subcontracted**

English as a Second Language, Computer Literacy, Support Services

## Program Subgrantees

**Contract  
Term**

**Start Date** 9/1/2015

**End Date** 9/30/2020

### Subgrantee's Information

**Name**

Foundation Communities

**Length of Term**

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$142,091.00

**Number of Clients to be Served:** 110

**Services to be subcontracted**

English as a Second Language, Computer Literacy, Support Services

## Program Subgrantees

**Contract  
Term**

**Start Date** 9/1/2015

**End Date** 9/30/2020

### Subgrantee's Information

**Name**

Austin Area Urban League

**Length of Term**

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$253,840.00

**Number of Clients to be Served:** 260

**Services to be subcontracted**

Financial Literacy, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

**Contract  
Term**

**Start Date** 9/1/2015

**End Date** 9/30/2020

### Subgrantee's Information

**Name**

El Buen Samaritano

**Length of Term**

**Start Date** 10/1/2019

**End Date** 9/30/2020

**City of Austin Funded Amount** \$81,006.00

**Number of Clients to be Served:** 120

**Services to be subcontracted**

English as a Second Language, Computer Literacy, Support Services



Amendment No. 5  
to  
Agreement No. NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars (\$2,718,528)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 451,257	\$ 7,972,224
Amendment No. 2: Modify Agreement Exhibits	\$ 0	\$ 7,972,224
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 122,240	\$ 8,094,464
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 55,000	\$ 8,149,464
Amendment No. 5: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 2,718,528	\$ 10,867,992

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 7/30/2018]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 7/30/2018]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 7/13/2018]

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 6/25/2018]

**4.0** The following Terms and Conditions have been MODIFIED:

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not \$2,718,528 (*Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars*).

**5.0** MBE/WBE goals were not established for this Agreement.

**6.0** Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

**7.0** By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

**8.0** All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD  
Tamara Atkinson, Executive Director  
6505 Airport Blvd., Suite 101-E  
Austin, TX 78752

Date: 9/4/2018

**CITY OF AUSTIN**

Signature:

\_\_\_\_\_  
City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

**Exhibit B.2 -- Program Subgrantees** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subgrantees**. [Revised 6/25/2018]

**4.0** The following Terms and Conditions have been MODIFIED:

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not \$2,718,528 (*Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars*).

**5.0** MBE/WBE goals were not established for this Agreement.

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BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

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WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD  
Tamara Atkinson, Executive Director  
6505 Airport Blvd., Suite 101-E  
Austin, TX 78752

Date:

9/4/2018

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

11.6.18

## ***Program Work Statement***

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<b>Contract Start Date</b>	<b>9/1/2015</b>	<b>Contract End Date</b>	<b>9/30/2019</b>
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### ***Program Goals And Objectives***

WERC Helps Austin and Travis County Adults and Families Transition Out of Poverty: WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

WERC Removes Cultural and Language Barriers: WERC is committed to serving clients no matter their level of education and work-ready progression. This includes limited English proficiency and/or other communications needs.

WERC Mitigates Barriers and Challenges to Client Access: WERC makes it easy for Austin and Travis County residents to find the services they need. With ECM, a shared client database system that all WERC partners use, and service locations all over the city, career counselors are able to provide a "one-stop shop" to eligible clients. The majority of locations that offer direct client services are:

American Youthworks: 1901 E Ben White Blvd  
Austin Area Urban League: 8011 Cameron Rd  
City of Austin Rosewood-Zaragosa (RZ) Neighborhood Center: 2800 Webberville Rd  
City of Austin South Austin Neighborhood Center: 2508 Durwood St  
City of Austin St. John Community Center: 7500 Blessing Ave  
El Buen Samaritano: 7000 Woodhue Dr  
Foundation Communities Sierra Ridge Apts Learning Center: 201 W St Elmo Rd  
Foundation Communities Sierra Vista Apts Learning Center: 4320 S Congress Ave  
Foundation Communities Trails at Vintage Creek Apts Learning Center: 7224 Northeast Dr  
Foundation Communities Community Financial Center: 2600 Stassney Ln  
Foundation Communities Trails at the Park Apts Learning Center: 815 W Slaughter Ln  
Foundation Communities Trails at the M-Station Apts Learning Center: 2906 E MLK Blvd  
Goodwill Community Center: 1015 Norwood Park Blvd  
Goodwill Resource Center: 6505 Burleson Rd  
Literacy Coalition of Central Texas Ascend: 1640 E 2nd St  
Manos de Cristo: 4911 Harmon Ave  
Travis County Palm Square Community Center: 100 N IH-35  
Workforce Solutions North Career Center: 6505 Airport Blvd

### ***Program Clients Served***

City of Austin or Travis County residents, 16 years old or older, at or below 200% of poverty who demonstrate one or more barriers to self-sufficiency such as low literacy, low English proficiency, lack of basic education, and/or limited work skills. Clients are deemed eligible according to the City of Austin Health and Human Services Social Service Contract Client Eligibility Requirements with the following deviations:

#### **GENERAL**

If client is claiming homeless status, they do not need Proof of Residency or Income. Homeless status is indicated on the Intake Form and documented by a Certification of Homeless Status. WERC partners do not utilize HMIS.

Documentation receipt dates are attested to by WERC staff signature and date on Intake Form.

Recertification documentations are attested to by WERC staff initials and date on Recertification section on Intake Form

#### **RESIDENCY**

Accepted documentation of Proof of Residency also includes a piece of mail showing client's name and address

#### **INCOME**

Income eligibility determination is based on 30 days of gross calculated income within the 45 days prior to intake

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*Last Modified, If Applicable 7/30/2018 10:06:00 AM*

## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2019

If gross pay, pay date, and/or frequency of pay is not clearly indicated on a paycheck/paystub documentation, the client or case manager may attest to gross pay, pay date and/or frequency of pay by writing a note on the pay stub and dating and initialing the note, which can then be uploaded to ECM.

Self-Certification of Income for Client or Client's family member may be attested to and signed by the Client if the Client is not receiving direct financial assistance

Self-Certification of No Income for Client or Client's family member may be attested to and signed by the Client

Acceptable documentation of Proof of Income also includes an Attestation of Self-Employment Form and/or an Employer Certification of Income Form

### **Approved Client Eligibility Exception:**

In addition to the "Definition of Family" in Exhibit A.3, any person that can be claimed as a dependent on federal taxes may be included when determining family size for client eligibility. Upon initial intake, clients are at or below 200% FPIG.

### **RECERTIFICATION**

WERC partners conduct annual recertification. For clients whose family income is less than 250% of FPIG, services outlined in their current Individual Employment or Education Plan, including post-employment follow-up services and employment and retention incentives, can be completed, but no additional services or objectives may be added to the IEP. For clients whose family income is equal to or less than 200% of FPIG, services outlined in their current IEP, including post-employment follow-up and retention incentives, can be provided, as well as additional services or goals in their IEP.

Clients determined to be above 250% of FPIG at annual recertification may still receive post-employment retention follow-up services in order to track retention, but no retention incentives can be offered to the client.

Outreach is targeted to members of one or more of the following sub-groups: African-American male, Hispanic/Latina female, individuals who can benefit from educational services, individuals who have been historically under-employed, families with young children, and ex-offenders.

## ***Program Services And Delivery***

**ASSESSMENT:** Provided by all partner agencies

Partners providing direct services to clients may use the WERC Common Intake Form to assess clients for eligibility and suitability based on agreed-upon standards, such as client-reported need and barriers. Some agencies may choose to use a variation of the Intake Form, but all agencies collect the same information for all clients.

**INDIVIDUAL EMPLOYMENT OR EDUCATION PLAN:** Provided by all partner agencies

Case managers help clients develop an Individual Education or Employment Plan which includes an outline of the client's goals, past experience, strengths & barriers, and schedule of future services and activities. It both keeps the client accountable and helps the case manager track progress. In addition, if the client transfers to another agency, an IEP on file keeps the continuity of service intact.

**FOUNDATIONAL EDUCATION AND LITERACY:** Available to clients who are given a pre- and post-test to assess their need and measure their performance.

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-English as a Second Language: Speaking, Listening, Reading, and Writing Instruction in English to non-native English speakers

Provided by Literacy Coalition of Central Texas-Adult Basic Education: Reading, Math, and Language instruction in English to students who score lower than 9th grade level on their pre-test

Provided by Literacy Coalition of Central Texas-GED Preparation: Reading, Math, and Language instruction in English to students who score higher than 9th grade level on their pre-test and are preparing for the GED test

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*Last Modified, If Applicable* 7/30/2018 10:06:00 AM

## **Program Work Statement**

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2019

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-Computer Literacy: Basic Computer Skills Instruction in English or Spanish to students who need additional computer skills for employment

Embedded in the curriculum of most partners is Financial Literacy: Instruction in English or Spanish covering topics such as How to Open a Bank Account, How to Develop a Budget, What Does Your Credit Score Mean?

**JOB TRAINING:** Available to clients who complete pre-training assessment to ensure they are an appropriate candidate for a training program that leads to employment

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)- Training in approved industry-recognized programs such as healthcare, skilled trades/manufacturing and information technology.

**WORKFORCE DEVELOPMENT:** Available to clients who have expressed an interest in obtaining employment or increasing their income

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)-Customized job search assistance, retention follow-up, one-on-one case management, and job search tools and workshops such as How to Build a Resume, How to Interview, and Goal Setting

**SUPPORT SERVICES:** Clients who are actively enrolled in and participating in WERC services may also receive the following supportive services to assist them in continuing their training program or finding or maintaining employment

May be provided by all partner agencies as long as clients meet additional eligibility requirements; specifically, they must be able to provide income documentation (i.e. they cannot use a Self-Certification of Income as Proof of Income) and demonstrate need-Identification Assistance: Financial assistance for a driver's license or copy of a birth certificate is provided to help clients obtain identification documentation needed for employment; Placement/Retention Incentives: Clients receive incentives for reaching employment milestones as a "funding bridge" before first paychecks and during the first 6 months of employment. Proof of milestones is required; Work Preparation Assistance: Clients receive assistance to obtain items necessary for interviewing or employment, such as uniforms, tools, work-appropriate attire, or a TABC/OSHA/Food Handler's Certificate. Proof of an impending interview or job offer is required.

Clients may be eligible to receive up to five \$25 incentives (maximum allowed amount is equal to \$125 per client) for reaching employment milestones. Clients are eligible for a \$25 incentive at job placement, 30-day employment retention, 60-day employment retention, 90-day employment retention and 180-day employment retention. These incentives are provided to help clients transition from a dependence on social services towards self-sufficiency.

Provided by all partner agencies-Emergency Assistance: Clients receive assistance for emergency housing costs, basic and essential utilities, and car expenses. Extensive documentation that demonstrates need for service is required

Provided by all partner agencies to clients eligible for childcare services-Childcare Assistance: WERC clients are considered part of Priority Group 3 to access federal childcare funds without expending any WERC funds. Priority Group 3 allows for preferential placement over non-prioritized individuals.

**TRANSITION AND TRACKING:** Provided by all partner agencies-Partners assist clients in transitioning into the next phase of the client's Individual Employment or Education Plan. WERC clients placed in employment are tracked for 6 months in order to ensure that clients reach self-sufficiency goals. The shared database, ECM, and agencies' access to other databases assist in client tracking.

The mission and efforts of the WERC agreement aim to help Austin and Travis County residents transition out of poverty through access to education and workforce development services. Close coordination with community partners and thorough data analysis are both integral components of ensuring quality workforce development and education services are available for clients. In June 2017, Workforce Solutions partnered with the City of Austin and close to forty other area partners including government agencies, social service agencies, area hospitals, private sector companies, and worker unions to

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*Last Modified, If Applicable 7/30/2018 10:06:00 AM*

## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2019

develop the Master Community Workforce Plan (Plan). This Plan is intended to serve as a roadmap with clear strategies to make Austin more affordable by improving economically disadvantaged residents' access to better economic opportunities through workforce development. Workforce Solutions provides backbone support functions for implementing the plan including data and evaluation work conducted by internal staff as well as through a partnership with the Ray Marshall Center. Workforce Solutions submits a brief quarterly summary to Austin Public Health and the City of Austin's Economic Development Department that describes progress toward implementing the plan.

### ***System for Collecting and Reporting Program Data***

A key component of WERC's collaborative structure is ECM, a shared client data management system which includes eligibility documentation and allows partners to track clients, services, referrals, and outcomes. ECM includes, at minimum, the following components: Client Intake / Eligibility, Case Notes, Priority Sub-Group Identification (when applicable), / Employment Verification, Service Tracking (types of service provided, dates, provider, outcomes, etc.), Performance Reports, Referrals and, Information Security, and Privacy Support. As soon as data is entered into ECM, it is available to anyone in the collaborative who needs access to it. Managers can run reports on performance at any time and case managers receiving referrals from other agencies have access to eligibility documentation and provided services. ECM also supports the WERC Contract manager and the WFS Data Analyst ability to run reports for the Quarterly Reports entered in CTK, performance reports presented to the Board of Directors, and any other ad hoc reports.

### ***Performance Evaluation***

Performance is continuously evaluated to ensure WERC is meeting its goals:

Monthly: WERC Contract Manager analyzes individual agency performance pulled from ECM and WFS's accounting team analyzes expenditure reports submitted through invoices..

Monthly: Individual and project-wide program performance data and information from the month is communicated to Deputy Executive Director.

Bi-Monthly: WERC performance data and any outstanding issues are relayed to the Board of Directors for discussion if needed.

Quarterly, partners who do not produce reasonable results or who are under- or over-expended may be placed on a Performance Improvement Plan (PIP). ECM data and expenditure reports are used to determine where performance issues originate (intake, retention, completion rates, etc.) and can help drive the corrective actions in the PIP.

In addition, the WERC definition for denominator of the outcome indicating the percent of individuals who complete an educational program and demonstrate improved knowledge, is the number of clients completing an educational program.

### ***Quality Improvement***

All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Contract Manager and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

One-on-One Performance Meeting: monthly meeting between Workforce Solutions' WERC contract manager and the program manager of an agency to discuss performance, budget, improvement strategies, and any concerns specific to that agency.

Frontline Staff: quarterly meeting with Workforce Solutions' WERC Contract Manager, Quality Assurance Specialist and direct service staff from all agencies to discuss issues or concerns that are common throughout the Continuum.

Advisory Council: meetings as needed with Workforce Solutions' management team and the executive directors of each agency to discuss the "big picture" and future of the project.

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## ***Program Work Statement***

**Contract Start Date**      9/1/2015      **Contract End Date**      9/30/2019

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained and the correct eligibility policies are being followed.

### ***Service Coordination with Other Agencies***

WERC actively encourages partners to co-enroll WERC clients into non-WERC programs when appropriate. Austin Community College, Skillpoint, and the agencies in the BSS+ Coalition do not have a WERC budget but were once part of the collaborative and have agreed to receive referrals from WERC staff to ease the transition of clients into their services. In addition, some WERC agencies also administer the federal funds for the Workforce Investment Opportunity Act (WIOA), the Supplemental Nutrition Assistance Program (SNAP), Choices (formally the Temporary Assistance for Needy Families -TANF), and subsidized childcare services in Austin and Travis County. As such, WERC can ensure co-enrollment for eligible and suitable clients into those public benefit programs, leveraging City funds to maximize client access to services not available through the WERC Continuum.

### ***Service Collaboration with Other Agencies***

There is a formal agreement between each WERC partner and Workforce Solutions that specifies the vital role each play as part of the Workforce and Education Readiness Continuum. This agreement includes an assurance that each WERC agency accepts referrals from another WERC agency as resources allow. This allows clients who choose to move through the Continuum to take advantage of the wide variety of services available. Moving through the continuum may not be appropriate for everyone, but WERC staff encourages clients to take advantage of the wide variety of services available at different partner agencies.

The partners in WERC share a client database management system (ECM) as the backbone to the referral system infrastructure. ECM promotes and strengthens collaboration through data sharing, coordination, and service delivery, while supporting the transition of clients along the continuum of services. Clients no longer have to collect the same documentation as they move between providers and programs within the Continuum. ECM also allows partners to ensure they are not duplicating services, including support services, for any one client.

### ***Community Planning Activities***

Workforce Solutions' Executive Director serves on the Community Action Network (CAN) Board of Directors, and is the past-chair. Further, Workforce Solutions is a board member for the Capital Area Economic Development District affiliated with CAPCOG. In addition, WFS is strategically linked to the following key community plans that impact WERC's proposed services:

Austin Opportunity Youth Collaborative (AOYC): Workforce Solutions serves as the backbone entity for this collective impact model that seeks to re-engage opportunity youth (defined as young adults between the ages of 16-24) in career pathways. Most WERC partners are also members of AOYC, with direct alignment between planning efforts.

Austin Metro Area Master Community Workforce Plan: The Master Plan outlines a common agenda and establishes a framework for collaboration to coordinate the efforts of the region's workforce development organizations and educational institutions. The work is carried out by a network of partners and employers committed to implementing the systems change and strategies associated with the Master Plan. The goal of the Master Plan is to make Austin more affordable by improving economically disadvantaged residents' access to better economic opportunities.

Workforce Innovation and Opportunity Act Local Workforce Development Board Plan: Workforce Solutions as required by the Texas Workforce Commission developed a plan that outlines the provision of program services in Travis County and highlights coordination with other programs and agencies including Adult Literacy, TWC and Vocational Rehabilitation Services. A component of this plan is tracking training-related employment outcomes. Workforce Solutions commits to aligning all it does, including WERC, with the standards that are adopted out of this planning process.

**Program Performance Measures**

<i>Contract Start</i> 9/1/2015		<i>Contract End</i> 9/30/2019		<i>Period Performance Start</i> 10/1/2018		<i>Period Performance End</i> 9/30/2019	
<i>Outputs</i>							
<i>OP #</i>	<i>Output Measure Description</i>	<i>Period Goal</i>					
		<i>City</i>			<i>Other</i>		<i>Total</i>
1	Total Number of Unduplicated Clients Served	1300					1300
2	Total number of unduplicated clients served in Adult Basic Education	48					48
3	Total number of unduplicated clients served in English-as-a-Second Language	365					365
4	Total number of unduplicated clients served in Occupational Training	238					238

## Program Performance Measures

Contract Start  
9/1/2015

Contract End  
9/30/2019

Period Performance Start  
10/1/2018

Period Performance End  
9/30/2019

### Outcomes

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of individuals obtaining employment	416
1 Den	Number of individuals exiting the program	620
1 Rate	Percent of individuals obtaining employment	67.1
2 Num	Number of individuals who complete an educational program that improves their knowledge	228
2 Den	Number of individuals participating in the educational program	285
2 Rate	Percent of individuals who complete an educational program and demonstrate improved knowledge	80
3 Num	Number of clients who complete an adult literacy program and demonstrate improved knowledge	225
3 Den	Number of clients exiting an adult literacy program	345
3 Rate	Percent of individuals who complete an adult literacy program and demonstrate improved knowledge	65.22
4 Num	Number of clients who obtain or improve employment and retain employment after 6 months	208
4 Den	Total number of clients who obtained their first job or improved employment 6 months prior	416
4 Rate	Percent of clients who obtain or improve employment and retain employment after 6 months	50

## Program Budget and Narrative

Program Start 10/1/2018  
Program End 9/30/2019

	City Share	Other	Total
<b>Salary plus Benefits</b>	<b>\$256,065.00</b>	<b>\$42,061.00</b>	<b>\$298,126.00</b>
General Operations Expenses	\$89,170.00	\$9,335.00	\$98,505.00
Program Subgrantees	\$2,373,293.00	\$578,919.00	\$2,952,212.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
<b>Operations SubTotal</b>	<b>\$2,462,463.00</b>	<b>\$588,254.00</b>	<b>\$3,050,717.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$2,718,528.00</b>	<b>\$630,315.00</b>	<b>\$3,348,843.00</b>

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and payroll taxes for programmatic and administrative staff related to the WERC program.

#### General Op Expenses

Costs associated with ECM, a shared client data management system and online learning system and other expenses related to data collection and processing; office and program supplies; staff travel and training costs within Travis County; printing and shipping expenses; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease, repair, and maintenance; facility costs which include building rent and utilities; and auditing services and other professional services.

#### Program Subgrantees

Costs associated with agreements with eight community partners working with clients to provide Occupational Skills Training, Adult Basic Education, and/or other workforce and educational programs. Expenses will be related to the provision of intake, case management, counseling services, training, emergency support services, and follow up services for clients. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.

#### Staff Travel

#### Conferences

#### Food and Beverage

#### Financial Assistance

#### Other Assistance

#### Capital Outlay

Created 6/25/2018 2:44:00 PM

Last Modified, If Applicable 7/13/2018 2:51:00 PM

***Program Subgrantees***

***Contract  
Term***  
***Start Date*** 9/1/2015  
***End Date*** 9/30/2019

***Subgrantee's Information***

***Name***

American Youthworks

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$137,536.00

***Number of Clients to be Served:*** 80

***Services to be subcontracted***

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

***Program Subgrantees***

	<b><i>Contract Term</i></b>
<b><i>Start Date</i></b>	9/1/2015
<b><i>End Date</i></b>	9/30/2019

***Subgrantee's Information***

***Name***

Foundation Communities

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$142,091.00

***Number of Clients to be Served:*** 110

***Services to be subcontracted***

English as a Second Language, Computer Literacy, Support Services

***Program Subgrantees***

***Contract  
Term***  
***Start Date*** 9/1/2015  
***End Date*** 9/30/2019

***Subgrantee's Information***

***Name***

El Buen Samaritano

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$81,006.00

***Number of Clients to be Served:*** 120

***Services to be subcontracted***

English as a Second Language, Computer Literacy, Support Services

***Program Subgrantees***

***Contract  
Term***  
***Start Date*** 9/1/2015  
***End Date*** 9/30/2019

***Subgrantee's Information***

***Name***

Austin Area Urban League

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$253,840.00

***Number of Clients to be Served:*** 260

***Services to be subcontracted***

Financial Literacy, Occupational Training, Case Management, Job Readiness Instruction, Resume  
& Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

**Program Subgrantees**

	<b>Contract Term</b>
<b>Start Date</b>	9/1/2015
<b>End Date</b>	9/30/2019

**Subgrantee's Information**

**Name**

C2GPS

**Length of Term**

**Start Date** 10/1/2018

**End Date** 9/30/2019

**City of Austin Funded Amount** \$810,495.00

**Number of Clients to be Served:** 250

**Services to be subcontracted**

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

***Program Subgrantees***

	<b><i>Contract Term</i></b>
<b><i>Start Date</i></b>	9/1/2015
<b><i>End Date</i></b>	9/30/2019

***Subgrantee's Information***

***Name***

Manos de Cristo

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$82,914.00

***Number of Clients to be Served:*** 130

***Services to be subcontracted***

English as a Second Language, Computer Literacy, Support Services

## ***Program Subgrantees***

	<b><i>Contract Term</i></b>
<b><i>Start Date</i></b>	9/1/2015
<b><i>End Date</i></b>	9/30/2019

### ***Subgrantee's Information***

***Name***

Literacy Coalition of Central Texas

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$339,092.00

***Number of Clients to be Served:*** 110

***Services to be subcontracted***

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

***Program Subgrantees***

***Contract  
Term***  
***Start Date*** 9/1/2015  
***End Date*** 9/30/2019

***Subgrantee's Information***

***Name***

Goodwill Industries of Central Texas

***Length of Term***

***Start Date*** 10/1/2018

***End Date*** 9/30/2019

***City of Austin Funded Amount*** \$526,319.00

***Number of Clients to be Served:*** 240

***Services to be subcontracted***

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support



Amendment No. 4  
to  
Agreement No. NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Fifty Five Thousand dollars (\$55,000)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 451,257	\$ 7,972,224
Amendment No. 2: Modify Agreement Exhibits	\$ 0	\$ 7,972,224
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 122,240	\$ 8,094,464
Amendment No. 4: Add funds to Agreement and modify Exhibits	\$ 55,000	\$ 8,149,464

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. [Revised 9/8/2017]

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 8/30/2017]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 8/23/2017]

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is \$8,149,484 (*Eight Million One Hundred Forty Nine Thousand Four Hundred Sixty Four dollars*), and \$2,718,528 (*Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars*) per 12 month extension option, for a total Agreement amount of \$10,868,012. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$2,773,528 (*Two Million Seven Hundred Seventy Three Thousand Five Hundred Twenty Eight dollars*).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

**GRANTEE**

Signature:



WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD

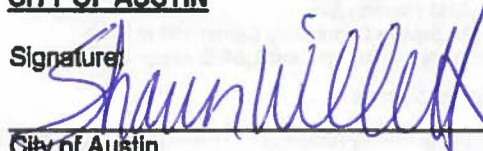
Tamara Atkinson, Executive Director  
8505 Airport Blvd., Suite 101-E  
Austin, TX 78752

Date:

9/7/2017

**CITY OF AUSTIN**

Signature:



City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

9/22/17

## **Program Work Statement**

**Contract Start Date**

**9/1/2015**

**Contract End Date**

**9/30/2018**

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### **Program Goals And Objectives**

**WERC Helps Austin and Travis County Adults and Families Transition Out of Poverty:**

WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

**WERC Removes Cultural and Language Barriers:** WERC is committed to serving clients no matter their level of education and work-ready progression. This includes limited English proficiency and/or other communications needs.

**WERC Mitigates Barriers and Challenges to Client Access:** WERC makes it easy for Austin and Travis County residents to find the services they need. With ECM, a shared client database system that all WERC partners use, and service locations all over the city, career counselors are able to provide a "one-stop shop" to eligible clients. The majority of locations that offer direct client services are:

American Youthworks:1901 E Ben White Blvd  
Austin Area Urban League:8011 Cameron Rd  
City of Austin Rosewood-Zaragosa (RZ) Neighborhood Center:2800 Webberville Rd  
City of Austin South Austin Neighborhood Center:2508 Durwood St  
City of Austin St. John Community Center:7500 Blessing Ave  
El Buen Samaritano:7000 Woodhue Dr  
Foundation Communities Sierra Ridge Apts Learning Center:201 W St Elmo Rd  
Foundation Communities Sierra Vista Apts Learning Center:4320 S Congress Ave  
Foundation Communities Trails at Vintage Creek Apts Learning Center: 7224 Northeast Dr  
Foundation Communities Community Financial Center: 2600 Stassney Ln  
Foundation Communities Trails at the Park Apts Learning Center:815 W Slaughter Ln  
Foundation Communities Trails at the M-Station Apts Learning Center:2906 E MLK Blvd  
Goodwill Community Center:1015 Norwood Park Blvd  
Goodwill Resource Center:6505 Burlison Rd  
Literacy Coalition of Central Texas Ascend:1640 E 2nd St  
Manos de Cristo:4911 Harmon Ave  
Travis County Palm Square Community Center:100 N IH-35  
Workforce Solutions North Career Center:6505 Airport Blvd

### **Program Clients Served**

City of Austin or Travis County residents, 16 years old or older, at or below 200% of poverty who demonstrate one or more barriers to self-sufficiency such as low literacy, low English proficiency, lack of basic education, and/or limited work skills. Clients are deemed eligible according to the City of Austin Health and Human Services Social Service Contract Client Eligibility Requirements with the following deviations:

#### **GENERAL**

If client is claiming homeless status, they do not need Proof of Residency or Income. Homeless status is indicated on the Intake Form and documented by a Certification of Homeless Status. WERC partners do not utilize HMIS.

Documentation receipt dates are attested to by WERC staff signature and date on Intake Form.

Recertification documentations are attested to by WERC staff initials and date on Recertification section on Intake Form

#### **RESIDENCY**

Accepted documentation of Proof of Residency also includes a piece of mail showing client's name and address

#### **INCOME**

*Created 4/21/2015 11:41:00 AM*

*Last Modified, If Applicable 9/8/2017 11:51:00 AM*

## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018

Income eligibility determination is based on 30 days of gross calculated income within the 45 days prior to intake

If gross pay, pay date, and/or frequency of pay is not clearly indicated on a paycheck/paystub documentation, the client or case manager may attest to gross pay, pay date and/or frequency of pay by writing a note on the pay stub and dating and initialing the note, which can then be uploaded to ECM.

Self-Certification of Income for Client or Client's family member may be attested to and signed by the Client if the Client is not receiving direct financial assistance

Self-Certification of No Income for Client or Client's family member may be attested to and signed by the Client

Acceptable documentation of Proof of Income also includes an Attestation of Self-Employment Form and/or an Employer Certification of Income Form

Approved Client Eligibility Exception:

In addition to the "Definition of Family" in Exhibit A.3, any person that can be claimed as a dependent on federal taxes may be included when determining family size for client eligibility.

### **RECERTIFICATION**

For a client whose family income has changed and is less than 250% of FPIG, services outlined in their current Individual Employment or Education Plan, including post-employment follow-up services and employment and retention incentives, can be completed, but no additional services or objectives may be added to the IEP.

Clients determined to be above 250% of FPIG can no longer receive City funded services and must be exited from all WERC programs. Post-employment retention follow-up services can continue in order to track retention, but no retention incentives can be offered to the client.

Outreach is targeted to members of one or more of the following sub-groups: African-American male, Hispanic/Latina female, individuals who can benefit from educational services, individuals who have been historically under-employed, families with young children, and ex-offenders.

## ***Program Services And Delivery***

**ASSESSMENT:** Provided by all partner agencies

Partners providing direct services to clients may use the WERC Common Intake Form to assess clients for eligibility and suitability based on agreed-upon standards, such as client-reported need and barriers. Some agencies may choose to use a variation of the Intake Form, but all agencies collect the same information for all clients.

**INDIVIDUAL EMPLOYMENT OR EDUCATION PLAN:** Provided by all partner agencies

Case managers help clients develop an Individual Education or Employment Plan which includes an outline of the client's goals, past experience, strengths & barriers, and schedule of future services and activities. It both keeps the client accountable and helps the case manager track progress. In addition, if the client transfers to another agency, an IEP on file keeps the continuity of service intact.

**FOUNDATIONAL EDUCATION AND LITERACY:** Available to clients who are given a pre- and post-test to assess their need and measure their performance.

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-English as a Second Language: Speaking, Listening, Reading, and Writing instruction in English to non-native English speakers

Provided by Literacy Coalition of Central Texas-Adult Basic Education: Reading, Math, and Language instruction in English to students who score lower than 9th grade level on their pre-test

## **Program Work Statement**

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018

Provided by Literacy Coalition of Central Texas-GED Preparation: Reading, Math, and Language Instruction in English to students who score higher than 9th grade level on their pre-test and are preparing for the GED test

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-Computer Literacy: Basic Computer Skills instruction in English or Spanish to students who need additional computer skills for employment

Embedded in the curriculum of all partners and as a stand-alone contracted service at Foundation Communities-Financial Literacy: Instruction in English or Spanish covering topics such as How to Open a Bank Account, How to Develop a Budget, What Does Your Credit Score Mean?

**JOB TRAINING:** Available to clients who complete pre- training assessment to ensure they are an appropriate candidate for a training program that leads to employment

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)- Training in approved industry-recognized programs such as healthcare, skilled trades/manufacturing and information technology.

**WORKFORCE DEVELOPMENT:** Available to clients who have expressed an interest in obtaining employment or increasing their income

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)-Customized job search assistance, retention follow-up, one-on-one case management, and job search tools and workshops such as How to Build a Resume, How to Interview, and Goal Setting

**SUPPORT SERVICES:** Clients who are actively enrolled in and participating in WERC services may also receive the following supportive services to assist them in continuing their training program or finding or maintaining employment

May be provided by all partner agencies as long as clients meet additional eligibility requirements; specifically, they must be able to provide income documentation (i.e. they cannot use a Self-Certification of Income as Proof of Income) and demonstrate need-Identification Assistance: Financial assistance for a driver's license or copy of a birth certificate is provided to help clients obtain identification documentation needed for employment; Placement/Retention Incentives: Clients receive incentives for reaching employment milestones as a "funding bridge" before first paychecks and during the first 6 months of employment. Proof of milestones is required; Work Preparation Assistance: Clients receive assistance to obtain items necessary for interviewing or employment, such as uniforms, tools, work-appropriate attire, or a TABC/OSHA/Food Handler's Certificate. Proof of an impending interview or job offer is required.

Provided by all partner agencies-Emergency Assistance: Clients receive assistance for emergency housing costs, basic and essential utilities, and car expenses. Extensive documentation that demonstrates need for service is required

Provided by all partner agencies to clients eligible for childcare services-Childcare Assistance: WERC clients are considered part of Priority Group 3 to access federal childcare funds without expending any WERC funds. Priority Group 3 allows for preferential placement over non-prioritized individuals.

**TRANSITION AND TRACKING:** Provided by all partner agencies-Partners assist clients in transitioning into the next phase of the client's Individual Employment or Education Plan. WERC clients placed in employment are tracked for 6 months in order to ensure that clients reach self-sufficiency goals. The shared database, ECM, and agencies' access to other databases assist in client tracking.

The mission and efforts of the WERC agreement aim to help Austin and Travis County residents transition out of poverty through access to education and workforce development services. Close coordination with community partners and thorough data analysis are both integral components of ensuring quality workforce development and education services are available for clients. In June 2017, Workforce Solutions partnered with the City of Austin and close to forty other area partners including government agencies, social service agencies, area hospitals, private sector companies, and worker unions to

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*Last Modified, If Applicable 9/8/2017 11:51:00 AM*

## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018

develop the Master Community Workforce Plan (Plan). This Plan is intended to serve as a roadmap with clear strategies to make Austin more affordable by improving economically disadvantaged residents' access to better economic opportunities through workforce development. Workforce Solutions provides backbone support functions for implementing the plan including data and evaluation work conducted by internal staff as well as through a partnership with the Ray Marshall Center. Workforce Solutions submits a brief quarterly summary to Austin Public Health and the City of Austin's Economic Development Department that describes progress toward implementing the plan.

### ***System for Collecting and Reporting Program Data***

A key component of WERC's collaborative structure is ECM, a shared client data management system which includes eligibility documentation and allows partners to track clients, services, referrals, and outcomes. ECM includes, at minimum, the following components: Client Intake / Eligibility, Case Notes, Priority Sub-Group Identification (when applicable), / Employment Verification, Service Tracking (types of service provided, dates, provider, outcomes, etc.), Performance Reports, Referrals and, Information Security, and Privacy Support. As soon as data is entered into ECM, it is available to anyone in the collaborative who needs access to it. Managers can run reports on performance at any time and case managers receiving referrals from other agencies have access to eligibility documentation and provided services. ECM also supports the WERC Contract manager and the WFS Data Analyst ability to run reports for the Quarterly Reports entered in CTK, performance reports presented to the Board of Directors, and any other ad hoc reports.

### ***Performance Evaluation***

Performance is continuously evaluated to ensure WERC is meeting its goals:

Monthly: WERC Contract Manager analyzes individual agency performance pulled from ECM and WFS's accounting team analyzes expenditure reports submitted through invoices..

Monthly: Individual and project-wide program performance data and information from the month is communicated to Deputy Executive Director.

Bi-Monthly: WERC performance data and any outstanding issues are relayed to the Board of Directors for discussion if needed.

Quarterly, partners who do not produce reasonable results or who are under- or over-expended may be placed on a Performance Improvement Plan (PIP). ECM data and expenditure reports are used to determine where performance issues originate (intake, retention, completion rates, etc.) and can help drive the corrective actions in the PIP.

In addition, the WERC definition for denominator of the outcome indicating the percent of individuals who complete an educational program and demonstrate improved knowledge, is the number of clients completing an educational program.

### ***Quality Improvement***

All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Contract Manager and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

One-on-One Performance Meeting: monthly meeting between Workforce Solutions' WERC contract manager and the program manager of an agency to discuss performance, budget, improvement strategies, and any concerns specific to that agency.

Frontline Staff: quarterly meeting with Workforce Solutions' WERC Contract Manager, Quality Assurance Specialist and direct service staff from all agencies to discuss issues or concerns that are common throughout the Continuum.

Advisory Council: meetings as needed with Workforce Solutions' management team and the executive directors of each

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## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018  
agency to discuss the "big picture" and future of the project.

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained and the correct eligibility policies are being followed.

### ***Service Coordination with Other Agencies***

WERC actively encourages partners to co-enroll WERC clients into non-WERC programs when appropriate. Austin Community College, Skillpoint, and the agencies in the BSS+ Coalition do not have a WERC budget but were once part of the collaborative and have agreed to receive referrals from WERC staff to ease the transition of clients into their services. In addition, some WERC agencies also administer the federal funds for the Workforce Investment Opportunity Act (WIOA), the Supplemental Nutrition Assistance Program (SNAP), Choices (formally the Temporary Assistance for Needy Families -TANF), and subsidized childcare services in Austin and Travis County. As such, WERC can ensure co-enrollment for eligible and suitable clients into those public benefit programs, leveraging City funds to maximize client access to services not available through the WERC Continuum.

### ***Service Collaboration with Other Agencies***

There is a formal agreement between each WERC partner and Workforce Solutions that specifies the vital role each play as part of the Workforce and Education Readiness Continuum. This agreement includes an assurance that each WERC agency accepts referrals from another WERC agency as resources allow. This allows clients who choose to move through the Continuum to take advantage of the wide variety of services available. Moving through the continuum may not be appropriate for everyone, but WERC staff encourages clients to take advantage of the wide variety of services available at different partner agencies.

The partners in WERC share a client database management system (ECM) as the backbone to the referral system infrastructure. ECM promotes and strengthens collaboration through data sharing, coordination, and service delivery, while supporting the transition of clients along the continuum of services. Clients no longer have to collect the same documentation as they move between providers and programs within the Continuum. ECM also allows partners to ensure they are not duplicating services, including support services, for any one client.

### ***Community Planning Activities***

Workforce Solutions' Executive Director serves on the Community Action Network (CAN) Board of Directors, and is the past-chair. Further, Workforce Solutions is a board member for the Capital Area Economic Development District affiliated with CAPCOG. In addition, WFS is strategically linked to the following key community plans that impact WERC's proposed services:

Austin Opportunity Youth Collaborative (AOYC): Workforce Solutions serves as the backbone entity for this collective impact model that seeks to re-engage opportunity youth (defined as young adults between the ages of 16-24) in career pathways. Most WERC partners are also members of AOYC, with direct alignment between planning efforts.

Austin Metro Area Master Community Workforce Plan: The Master Plan outlines a common agenda and establishes a framework for collaboration to coordinate the efforts of the region's workforce development organizations and educational institutions. The work is carried out by a network of partners and employers committed to implementing the systems change and strategies associated with the Master Plan. The goal of the Master Plan is to make Austin more affordable by improving economically disadvantaged residents' access to better economic opportunities.

Workforce Innovation and Opportunity Act Local Workforce Development Board Plan: Workforce Solutions as required by the Texas Workforce Commission developed a plan that outlines the provision of program services in Travis County and highlights coordination with other programs and agencies including Adult Literacy, TWC and Vocational Rehabilitation Services. A component of this plan is tracking training-related employment outcomes. Workforce Solutions commits to aligning all it does, including WERC, with the standards that are adopted out of this planning process.

**Program Performance Measures**

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>		10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>		9/30/2016	9/30/2017	9/30/2018	9/30/2018

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<b>Outputs</b>					
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	1570	1300	1300	4170
2	Total number of unduplicated clients served in Adult Basic Education	48	48	48	144
3	Total number of unduplicated clients served in English-as-a-Second Language	365	365	365	1095
4	Total number of unduplicated clients served in Occupational Training	284	284	284	852

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<b>Outcomes</b>					
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals obtaining employment	315	416	416	1147
2Ai	Number of individuals exiting the program	469	620	620	1709
	Percent of individuals obtaining employment	67.16	67.1	67.1	67.12
	Number of individuals who complete an educational program that improves their knowledge	404	409	228	1041
5A	Number of individuals participating in the educational program	622	630	285	1537
	Percent of individuals who complete an educational program and demonstrate improved knowledge	64.95	64.92	80	67.73
	Number of clients who complete an adult literacy program and demonstrate improved knowledge			225	225
	Number of clients exiting an adult literacy program			345	345
	Percent of individuals who complete an adult literacy program and demonstrate improved knowledge			65.22	65.22

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be &lt; or = Sum of Periods)

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## Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
<b>Salary plus Benefits</b>	<b>\$129,985.00</b>	<b>\$302,892.00</b>	<b>\$337,892.00</b>	<b>Total</b>	<b>\$770,769.00</b>
General Operations Expenses	\$173,435.00	\$42,343.00	\$62,343.00		\$278,121.00
Program Subgrantees	\$2,353,988.00	\$2,373,293.00	\$2,373,293.00		\$7,100,574.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	<b>\$2,527,423.00</b>	<b>\$2,415,636.00</b>	<b>\$2,435,636.00</b>		<b>\$7,378,695.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$2,657,408.00</b>	<b>\$2,718,528.00</b>	<b>\$2,773,528.00</b>		<b>\$8,149,464.00</b>
Total Period Percentage	32.61	33.36	34.03		

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and payroll taxes for programmatic and administrative staff related to the WERC program.

#### General Op Expenses

Costs associated with ECM, a shared client data management system and online learning system and other expenses related to data collection and processing; office and program supplies; staff travel and training costs within Travis County; printing and shipping expenses; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease, repair, and maintenance; facility costs which include building rent and utilities; and auditing services and other professional services.

#### Program Subgrantees

Costs associated with agreements with eight community partners working with clients to provide Occupational Skills Training, Adult Basic Education, and/or other workforce and educational programs. Expenses will be related to the provision of intake, case management, training, emergency support services, and follow up services for clients. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.

#### Staff Travel

N/A

#### Conferences

N/A

#### Food and Beverage

N/A

#### Financial Assistance

N/A

#### Other Assistance

N/A

#### Capital Outlay

N/A



Amendment No. 3  
to  
Contract No. NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***One Hundred Twenty Two Thousand Two Hundred Forty dollars (\$122,240)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 451,257	\$ 7,972,224
Amendment No. 2: Modify Contract Exhibits	\$ 0	\$ 7,972,224
Amendment No. 3: Add funds to Contract and modify Exhibits	\$ 122,240	\$ 8,094,464

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/8/2017]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/13/2017]

**Exhibit B.2 -- Program Subcontractors** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. [Revised 5/5/2017]

**Exhibit E -- Business Associate Agreement** is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

**Section 1.2 Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

**Section 4.1 Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$8,094,464 (Eight Million Ninety Four Thousand Four Hundred Sixty Four dollars)**, and **\$2,718,528 (Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars)** per 12 month extension option, for a total Agreement amount of \$16,250,048. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

**Section 4.1.1.2** Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

**Section 4.1.2** Payment to the Grantee shall be made in the following increments:

**4.1.2.2** For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$2,718,528 (*Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars*);

**4.1.2.3** For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$2,718,528 (*Two Million Seven Hundred Eighteen Thousand Five Hundred Twenty Eight dollars*).

**Section 4.3.1** All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

**Section 4.4 Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

**Section 4.7.1** The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

**Section 4.7.4** The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs

incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)

5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees
14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative

arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 **Business Continuity**. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

## 5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 **Public Information Act**. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 **HIPAA Standards**. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health

Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

Signature:

Tamara Atkins 5/11/17

**CITY OF AUSTIN**

Signature:

[Signature]

WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD

Tamara Atkinson, Executive Director  
6505 Airport Blvd., Suite 101-E  
Austin, TX 78752

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date: \_\_\_\_\_

5/24/17

Date: \_\_\_\_\_

Tamara Atkinson  
5/11/17

**Program Performance Measures**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<b>Outputs</b>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<b>ID</b>	<b>Output Measure Description</b>				
1	Total Number of Unduplicated Clients Served	1570	1300	1300	4170
2	Total number of unduplicated clients served in Adult Basic Education	48	48	48	144
3	Total number of unduplicated clients served in English-as-a-Second Language	365	365	365	1095
4	Total number of unduplicated clients served in Occupational Training	284	284	284	852

<b>Outcomes</b>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<b>ID</b>	<b>Outcome Measure Description</b>				
	Number of individuals obtaining employment	315	416	416	1147
2Ai	Number of individuals exiting the program	469	620	620	1709
	Percent of individuals obtaining employment	67.16	67.1	67.1	67.12
	Number of individuals who complete an educational program that improves their knowledge	404	409	409	1222
5A	Number of individuals participating in the educational program	622	630	630	1882
	Percent of individuals who complete an educational program and demonstrate improved knowledge	64.95	64.92	64.92	64.93

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be &lt; or = Sum of Periods)

Created: 4/21/2015 11:55:00 AM Last Modified, If Applicable: 5/8/2017 11:15:00 AM

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
<b>Salary plus Benefits</b>	<b>\$129,985.00</b>	<b>\$302,892.00</b>	<b>\$302,892.00</b>		<b>\$735,769.00</b>
General Operations Expenses	\$173,435.00	\$42,343.00	\$42,343.00		\$258,121.00
Program Subgrantees	\$2,353,988.00	\$2,373,293.00	\$2,373,293.00		\$7,100,574.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
<b>Operations SubTotal</b>	<b>\$2,527,423.00</b>	<b>\$2,415,636.00</b>	<b>\$2,415,636.00</b>		<b>\$7,358,695.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
<b>Direct Assistance SubTotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Capital Outlay Amount</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total</b>	<b>\$2,657,408.00</b>	<b>\$2,718,528.00</b>	<b>\$2,718,528.00</b>		<b>\$8,094,464.00</b>
Total Period Percentage	32.83	33.59	33.59		

### Detailed Budget Narrative

#### Salaries plus Benefits

Salaries, benefits, retirement, and payroll taxes.

#### General Op Expenses

Costs associated with ECM, a shared client data management system and online learning system; office and program supplies; staff travel and training costs within Travis County; printing and shipping expenses; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease, repair, and maintenance; facility costs which include building rent and utilities; and auditing services and other professional services.

#### Program Subgrantees

Costs associated with agreements with eight community partners working with clients to provide Occupational Skills Training, Adult Basic Education, and/or other workforce and educational programs. Expenses will be related to the provision of intake, case management, training, emergency support services, and follow up services for clients. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.

#### Staff Travel

N/A

#### Conferences

N/A

#### Food and Beverage

N/A

#### Financial Assistance

N/A

#### Other Assistance

N/A

#### Capital Outlay

N/A

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### Name

American Youthworks

Unduplicated Count	48	80	80	208
Amount	\$135,365.00	\$137,536.00	\$137,536.00	\$410,437.00

### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### Name

Austin Area Urban League

Unduplicated Count	170	260	260	690
Amount	\$251,669.00	\$253,840.00	\$253,840.00	\$759,349.00

### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

Financial Literacy, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### Name

El Buen Samaritano

Unduplicated Count	96	120	120	336
Amount	\$78,835.00	\$81,006.00	\$81,006.00	\$240,847.00

### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

English as a Second Language, Computer Literacy, Support Services

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subgrantee's Information

#### Name

Foundation Communities

Unduplicated Count	181	110	110	401
Amount	\$139,920.00	\$142,091.00	\$142,091.00	\$424,102.00

#### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Financial Literacy, Support Services

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### Name

Goodwill Industries of Central Texas

Unduplicated Count	178	240	240	658
Amount	\$524,148.00	\$526,319.00	\$526,319.00	\$1,576,786.00

### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subgrantee's Information

#### Name

Literacy Coalition of Central Texas

Unduplicated Count	95	110	110	315
Amount	\$336,921.00	\$339,092.00	\$339,092.00	\$1,015,105.00

#### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subgrantees

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### *Name*

Manos de Cristo

<i>Unduplicated Count</i>	163	130	130	423
<i>Amount</i>	\$80,743.00	\$82,914.00	\$82,914.00	\$246,571.00

### *Length of Ter*

*Start Date* 10/1/2015

*End Date* 9/30/2018

### *Services to be subcontracted*

English as a Second Language, Computer Literacy, Support Services

## Program Subgrantees

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subgrantee's Information

### Name

C2GPS

Unduplicated Count	135	250	250	635
Amount	\$806,387.00	\$810,495.00	\$810,495.00	\$2,427,377.00

### Length of Ter

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

### RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
  2. Business Associate. "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
  3. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
  4. Designated Record Set. "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
  6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
  7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
  8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
  9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
  10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
  11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
  12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
  13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
  - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
  - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
  - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
  - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate’s own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
  - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

**G. Term and Termination.**

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
  - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

#### H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 2  
to  
Contract No. NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 451,257	\$ 7,972,224
Amendment No. 2: Modify Contract Exhibits	\$ 0	\$ 7,972,224

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.1 -- Program Work Statement** is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 9/28/2016]*

**Exhibit B.2 -- Program Subcontractors** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. *[Revised 9/28/2016]*

- 4.0 MBE/WBE goals were not established for this Contract.
- 5.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

7.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR**

Signature:

Tamara Atkinson

WORKSOURCE GREATER AUSTIN AREA  
WORKFORCE BOARD DBA WORKFORCE  
SOLUTIONS - CAPITAL AREA  
WORKFORCE BOARD

Tamara Atkinson, Executive Director  
6505 Airport Blvd., Suite 101-E  
Austin, TX 78752

Date:

9/30/16

**CITY OF AUSTIN**

Signature:

[Signature]

City of Austin  
Purchasing Office  
PO Box 1088  
Austin, TX 78767

Date:

10-11-2016

## ***Program Work Statement***

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<i>Contract Start Date</i>	9/1/2015	<i>Contract End Date</i>	9/30/2018
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### ***Program Goals And Objectives***

**WERC Helps Austin and Travis County Adults and Families Transition Out of Poverty:**  
WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

**WERC Removes Cultural and Language Barriers:** WERC is committed to serving clients no matter their level of education and work-ready progression. This includes limited English proficiency and/or other communications needs.

**WERC Mitigates Barriers and Challenges to Client Access:** WERC makes it easy for Austin and Travis County residents to find the services they need. With ECM, a shared client database system that all WERC partners use, and service locations all over the city, career counselors are able to provide a "one-stop shop" to eligible clients. The locations that offer direct client services are:

American Youthworks:1901 E Ben White Blvd  
Austin Area Urban League:8011 Cameron Rd  
City of Austin Rosewood-Zaragosa (RZ) Neighborhood Center:2800 Webberville Rd  
City of Austin South Austin Neighborhood Center:2508 Durwood St  
City of Austin St. John Community Center:7500 Blessing Ave  
El Buen Samaritano:7000 Woodhue Dr  
Foundation Communities Sierra Ridge Apts Learning Center:201 W St Elmo Rd  
Foundation Communities Sierra Vista Apts Learning Center:4320 S Congress Ave  
Foundation Communities Trails at Vintage Creek Apts Learning Center: 7224 Northeast Dr  
Foundation Communities Community Financial Center: 2600 Stassney Ln  
Foundation Communities Trails at the Park Apts Learning Center:815 W Slaughter Ln  
Foundation Communities Trails at the M-Station Apts Learning Center:2906 E MLK Blvd  
Goodwill Community Center:1015 Norwood Park Blvd  
Goodwill Resource Center:6505 Bureson Rd  
Literacy Coalition of Central Texas Ascend:1640 E 2nd St  
Literacy Coalition of Central Texas LifeWorks East:835 N Pleasant Valley Rd  
Literacy Coalition of Central Texas Lifeworks North:8913 Collinfield Dr  
Literacy Coalition of Central Texas Downtown:700 San Jacinto Blvd  
Literacy Coalition of Central Texas Querencia:2500 Barton Creek Blvd  
Manos de Cristo:4911 Harmon Ave  
Travis County Palm Square Community Center:100 N IH-35  
Workforce Solutions North Career Center:6505 Airport Blvd

### ***Program Clients Served***

City of Austin or Travis County residents, 16 years old or older, at or below 200% of poverty who demonstrate one or more barriers to self-sufficiency such as low literacy, low English proficiency, lack of basic education, and/or limited work skills. Clients are deemed eligible according to the City of Austin Health and Human Services Social Service Contract Client Eligibility Requirements with the following deviations:

#### **GENERAL**

If client is claiming homeless status, they do not need Proof of Residency or Income. Homeless status will be indicated on the Intake Form and documented by a Certification of Homeless Status. WERC partners will not utilize HMIS.

Documentation receipt dates are attested to by WERC staff signature and date on Intake Form.

#### **RESIDENCY**

Accepted documentation of Proof of Residency will also include a piece of mail showing client's name and address

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*Last Modified, If Applicable 9/28/2016 1:07:00 PM*

## ***Program Work Statement***

*Contract Start Date*      9/1/2015      *Contract End Date*      9/30/2018

### **INCOME**

Income eligibility determination is based on 30 days of gross calculated income within the 45 days prior to intake

If gross pay, pay date, and/or frequency of pay is not clearly indicated on a paycheck/paystub documentation, the client or case manager may attest to gross pay, pay date and/or frequency of pay by writing a note on the pay stub and dating and initialing the note, which can then be uploaded to ECM.

Self-Certification of Income for Client or Client's family member may be attested to and signed by the Client if the Client is not receiving direct financial assistance

Self-Certification of No Income for Client or Client's family member may be attested to and signed by the Client

Acceptable documentation of Proof of Income will also include an Attestation of Self-Employment Form and/or an Employer Certification of Income Form

### **RECERTIFICATION**

For a client whose family income has changed and is less than 250% of FPIG, services outlined in their current Individual Employment or Education Plan, including post-employment follow-up services and employment and retention incentives, can be completed, but no additional services or objectives may be added to the IEP.

Clients determined to be above 250% of FPIG can no longer receive City funded services and must be exited from all WERC programs. Post-employment retention follow-up services can continue in order to track retention, but no retention incentives can be offered to the client.

Outreach will be targeted to members of one or more of the following sub-groups: African-American male, Hispanic/Latina female, individuals who can benefit from educational services, individuals who have been historically under-employed, families with young children, and ex-offenders.

## ***Program Services And Delivery***

**ASSESSMENT:** Provided by all partner agencies

Partners providing direct services to clients may use the WERC Common Intake Form to assess clients for eligibility and suitability based on agreed-upon standards, such as client-reported need and barriers. Some agencies may choose to use a variation of the Intake Form, but all agencies collect the same information for all clients.

**INDIVIDUAL EMPLOYMENT OR EDUCATION PLAN:** Provided by all partner agencies

Case managers help clients develop an Individual Education or Employment Plan which includes an outline of the client's goals, past experience, strengths & barriers, and schedule of future services and activities. It both keeps the client accountable and helps the case manager track progress. In addition, if the client transfers to another agency, an IEP on file keeps the continuity of service intact.

**FOUNDATIONAL EDUCATION AND LITERACY:** Available to clients who are given a pre- and post-test to assess their need and measure their performance.

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-English as a Second Language: Speaking, Listening, Reading, and Writing instruction in English to non-native English speakers

Provided by Literacy Coalition of Central Texas-Adult Basic Education: Reading, Math, and Language instruction in English to students who score lower than 9th grade level on their pre-test

Provided by Literacy Coalition of Central Texas-GED Preparation: Reading, Math, and Language instruction in English to students who score higher than 9th grade level on their pre-test and are preparing for the GED test

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## ***Program Work Statement***

***Contract Start Date***

**9/1/2015**

***Contract End Date***

**9/30/2018**

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-Computer Literacy: Basic Computer Skills instruction in English or Spanish to students who need additional computer skills for employment

Embedded in the curriculum of all partners and as a stand-alone contracted service at Foundation Communities-Financial Literacy: Instruction in English or Spanish covering topics such as How to Open a Bank Account, How to Develop a Budget, What Does Your Credit Score Mean?

**JOB TRAINING:** Available to clients who complete pre- training assessment to ensure they are an appropriate candidate for a training program that will lead to employment

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)- Instruction in approved low-, medium-, and high-skill industries such as truck driving, bookkeeping, network administrators, paralegal, HVAC installation, computer information systems, and registered nursing

**WORKFORCE DEVELOPMENT:** Available to clients who have expressed an interest in obtaining employment or increasing their income

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragosa Neighborhood Center)-Customized job search assistance, retention follow-up, one-on-one case management, and job search tools and workshops such as How to Build a Resume, How to Interview, and Goal Setting

**SUPPORT SERVICES:** Clients who are actively enrolled in and participating in WERC services may also receive the following supportive services to assist them in continuing their training program or finding or maintaining employment

May be provided by all partner agencies as long as clients meet additional eligibility requirements; specifically, they must be able to provide income documentation (i.e. they cannot use a Self-Certification of Income as Proof of Income) and demonstrate need-Identification Assistance: Financial assistance for a driver's license or copy of a birth certificate is provided to help clients obtain identification documentation needed for employment; Placement/Retention Incentives: Clients receive incentives for reaching employment milestones as a "funding bridge" before first paychecks and during the first 6 months of employment. Proof of milestones is required; Work Preparation Assistance: Clients receive assistance to obtain items necessary for interviewing or employment, such as uniforms, tools, work-appropriate attire, or a TABC/OSHA/Food Handler's Certificate. Proof of an impending interview or job offer is required.

Provided by all partner agencies-Emergency Assistance: Clients receive assistance for emergency housing costs, basic and essential utilities, and car expenses. Extensive documentation that demonstrates need for service is required

Provided by all partner agencies to clients eligible for childcare services-Childcare Assistance: WERC clients are considered part of Priority Group 3 to access federal childcare funds without expending any WERC funds. Priority Group 3 allows for preferential placement over non-prioritized individuals.

**TRANSITION AND TRACKING:** Provided by all partner agencies-Partners assist clients in transitioning into the next phase of the client's Individual Employment or Education Plan. WERC clients placed in employment are tracked for 6 months in order to ensure that clients reach self-sufficiency goals. The shared database, ECM, and agencies' access to other databases assist in client tracking.

### ***System for Collecting and Reporting Program Data***

A key component of WERC's collaborative structure is ECM, a shared client data management system which includes eligibility documentation and allows partners to track clients, services, referrals, expenditures, and outcomes. ECM includes, at minimum, the following components: Client Intake / Eligibility, Case Notes, Priority Sub-Group Identification, Needs Assessment, Service / Employment Planning, Service Tracking (types of service provided, dates, provider, outcomes, etc.),

*Created 4/21/2015 11:41:00 AM*

*Last Modified, If Applicable 9/28/2016 1:07:00 PM*

## ***Program Work Statement***

***Contract Start Date*** 9/1/2015 ***Contract End Date*** 9/30/2018

Scheduling, Performance Reports, Management Reports, Referrals and Service Tracking, Information Security, and Privacy Support. As soon as data is entered into ECM, it is available to anyone in the collaborative who needs access to it. Managers can run reports on caseloads or performance at any time and case managers receiving referrals from other agencies have access to eligibility documentation and service plans. ECM also allows the WERC Contract manager and the WFS Data Analyst to run reports for the Quarterly Reports entered in CTK, performance reports presented to the Board of Directors, and any other ad hoc reports.

### ***Performance Evaluation***

Performance is continuously evaluated to ensure WERC is meeting its goals:

Monthly: WERC Contract Manager analyzes individual agency performance pulled from ECM and expenditure reports prepared by Workforce Solutions' accounting team.

Monthly: Individual and project-wide program performance data and information from the month is compiled and communicated to Deputy Executive Director.

Monthly: WERC performance data and any outstanding issues are relayed to the Board of Directors for discussion if needed.

Quarterly, partners who do not produce reasonable results or who are under- or over-expended may be placed on a Performance Improvement Plan (PIP). ECM data is used to determine where performance issues originate (intake, retention, completion rates, etc.) and can help drive the corrective actions in the PIP.

In addition, the WERC definition for denominator of the outcome indicating the percent of individuals who complete an educational program and demonstrate improved knowledge, is the number of clients completing an educational program.

### ***Quality Improvement***

All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Contract Manager and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

One-on-One Performance Meeting: monthly meeting between Workforce Solutions' WERC contract manager and the program manager of an agency to discuss performance, budget, improvement strategies, and any concerns specific to that agency.

Frontline Staff: quarterly meeting with Workforce Solutions' WERC Contract Manager, Quality Assurance Specialist and direct service staff from all agencies to discuss issues or concerns that are common throughout the Continuum.

Advisory Council: meetings as needed with Workforce Solutions' management team and the executive directors of each agency to discuss the "big picture" and future of the project.

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained and the correct eligibility policies are being followed.

### ***Service Coordination with Other Agencies***

WERC actively encourages partners to co-enroll WERC clients into non-WERC programs when appropriate. Austin Community College, Skillpoint, and the agencies in the BSS+ Coalition do not have a WERC budget but have agreed to provide assistance to WERC staff to ease the transition of clients into their services. In addition, some WERC agencies also administer the federal funds for the Workforce Investment Act (WIA), the Supplemental Nutrition Assistance Program (SNAP), Choices (formally the Temporary Assistance for Needy Families -TANF), and subsidized childcare services in Austin and Travis County. As such, WERC can ensure co-enrollment for eligible and suitable clients into those public benefit

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*Last Modified, If Applicable 9/28/2016 1:07:00 PM*

## ***Program Work Statement***

***Contract Start Date*** 9/1/2015 ***Contract End Date*** 9/30/2018  
programs, leveraging City funds to maximize client access to services not available through the WERC Continuum.

### ***Service Collaboration with Other Agencies***

There will be a formal agreement between each WERC partner and Workforce Solutions that specifies the vital role each play as part of the Workforce and Education Readiness Continuum. This agreement includes an assurance that each WERC agency will accept referrals from another WERC agency as resources allow. This allows clients who choose to move through the Continuum to take advantage of the wide variety of services available. Moving through the continuum may not be appropriate for everyone, but WERC staff encourages clients to take advantage of the wide variety of services available at different partner agencies.

The partners in WERC share a client database management system (ECM) as the backbone to the referral system infrastructure. ECM promotes and strengthens collaboration through data sharing, coordination, and service delivery, while supporting the transition of clients along the continuum of services. Clients no longer have to collect the same documentation as they move between providers and programs within the Continuum. ECM also allows partners to ensure they are not duplicating services, including support services, for any one client.

### ***Community Planning Activities***

Workforce Solutions' Executive Director serves on the Community Action Network (CAN) Board of Directors, and is the past-chair. Further, Workforce Solutions is a board member for the Capital Area Economic Development District affiliated with CAPCOG. In addition, WFS is strategically linked to the following key community plans that impact WERC's proposed services:

**Two-Gen Advisory Committee:** The Two-Gen Advisory Committee is comprised of planners and funders, including the City of Austin, Travis County, and Workforce Solutions. The committee seeks to support policy and funding decisions that expand access to dual generational education and child development programming. WERC benefits from participation because it can improve its services to families through best practices it adopts from this committee's work.

**ReadyBy21(RB21):** Workforce Solutions provides contractual funding that allows RB21 to maintain dedicated staff and resources to support the community's efforts to prepare our next generation for school and work. Workforce Solutions brings strategic value by sitting in the middle of efforts between RB21 and WERC's activities and planning efforts.

**Austin Opportunity Youth Collaborative (AOYC):** Workforce Solutions serves as the backbone entity for this collective impact model that seeks to re-engage opportunity youth (defined as young adults between the ages of 16-24) in career pathways. Most WERC partners are also members of AOYC, with direct alignment between planning efforts.

**Workforce Strategic Plan:** Workforce Solutions has assembled other planners and funders, including the City of Austin and Travis County, to adopt workforce system standards with the goal of preparing skilled job seekers for employment in a competitive business community. Workforce Solutions commits to aligning all it does, most notably WERC, with the community system standards that are adopted out of this community planning process.

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

American Youthworks

<i>Unduplicated Count</i>	48	43	38	129
<i>Amount</i>	\$135,365.00	\$135,365.00	\$135,365.00	\$406,095.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Austin Area Urban League

Unduplicated Count	170	153	138	461
Amount	\$251,669.00	\$251,669.00	\$251,669.00	\$755,007.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

El Buen Samaritano

Unduplicated Count	96	87	79	262
Amount	\$78,835.00	\$78,835.00	\$78,835.00	\$236,505.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Support Services

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Foundation Communities

Unduplicated Count	181	163	147	491
Amount	\$139,920.00	\$139,920.00	\$139,020.00	\$419,760.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Financial Literacy

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Goodwill Industries of Central Texas

Unduplicated Count	178	161	145	484
Amount	\$524,148.00	\$524,148.00	\$524,178.00	\$1,572,444.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Literacy Coalition of Central Texas

Unduplicated Count	95	85	77	257
Amount	\$336,921.00	\$336,921.00	\$336,921.00	\$1,010,763.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

Manos de Cristo

<i>Unduplicated Count</i>	163	147	133	433
<i>Amount</i>	\$80,743.00	\$80,743.00	\$80,743.00	\$242,229.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

English as a Second Language, Computer Literacy, Support Services

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

C2GPS

Unduplicated Count	135	122	110	367
Amount	\$806,387.00	\$806,387.00	\$806,387.00	\$2,419,161.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

**Applications Funded in Response to RFP EAD0116**  
**Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas RioGrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					



Amendment No. 1  
to  
Contract No. NG150000043  
for  
Social Services  
between  
**WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD**  
**DBA**  
**WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD**  
and the  
**CITY OF AUSTIN**  
(WERC)

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Four Hundred Fifty One Thousand Two Hundred Fifty Seven dollars (\$451,257)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 7,520,967
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 451,257	\$ 7,972,224

- 3.0 The following changes have been made to the original contract EXHIBITS:

**Exhibit A.2 -- Program Performance Measures** is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 4/1/2016]

**Exhibit B.1 -- Program Budget and Narrative** is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 4/4/2016]

**Exhibit B.2 -- Program Subcontractors** is deleted in its entirety and replaced with a new **Exhibit B.2 -- Program Subcontractors**. [Revised 4/4/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

**Section 4.1 [Contract Amount]**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$7,972,224 (Seven Million Nine Hundred Seventy Two Thousand Two Hundred Twenty Four dollars)**, and **\$2,657,408 (Two Million Six Hundred Fifty Seven Thousand Four Hundred and Eight dollars)** per twelve (12) month extension option, for a total Contract amount of



Agency Name	Program Name	Original 37-Month Funding Amount	Original 3, 12-Month Extension Options	Original Total Contract Amount	Increase to 37-Month Agreement	Amended 37-Month Amount Funding Amount	Amended 3, 12-Month Extension Options	Amended Total Contract Amount
Any Baby Can of Austin, Inc.	Ready Families Collaborative	\$4,459,737	\$1,486,579	\$8,919,474	\$267,582	\$4,727,319	\$1,575,773	\$9,454,638
Austin Independent School District	Primetime	\$1,921,833	\$640,611	\$3,843,666	\$115,308	\$2,037,141	\$679,047	\$4,074,282
Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498	\$82,272	\$1,453,521	\$484,507	\$2,907,042
Caritas of Austin	Best Single Source Plus	\$9,992,721	\$3,330,907	\$19,985,442	\$599,562	\$10,592,283	\$3,530,761	\$21,184,566
Child Inc.	Early Steps to School Readiness Summer and After	\$1,293,750	\$431,250	\$2,587,500	\$77,625	\$1,371,375	\$457,125	\$2,742,750
Communities in Schools of Central Texas	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938	\$85,647	\$1,513,116	\$504,372	\$3,026,232
Easter Seals - Central Texas, Inc.	Housing Services, Early Childhood, Comprehensive	\$1,002,735	\$334,245	\$2,005,470	\$60,162	\$1,062,897	\$354,299	\$2,125,794
Family Eldercare, Inc.	Essential senior, adult with disabilities and caregivers	\$1,053,519	\$351,173	\$2,107,038	\$63,210	\$1,116,729	\$372,243	\$2,233,458
Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954	\$125,757	\$2,221,734	\$740,578	\$4,443,468
Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698	\$78,168	\$1,381,017	\$460,339	\$2,762,034
Travis County Domestic Violence & Sexual Assault Survival Center dba	Victim Services	\$2,166,000	\$722,000	\$4,332,000	\$129,960	\$2,295,960	\$765,320	\$4,591,920
Workforce Solutions	Workforce and Education Readiness Continuum	\$7,520,967	\$2,506,989	\$15,041,934	\$451,257	\$7,972,224	\$2,657,408	\$15,944,448
Youth and Family Alliance dba Lifeworks	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600	\$145,728	\$2,574,528	\$858,176	\$5,149,056
Total					\$2,282,238	\$40,319,844	\$13,439,948	\$80,639,688

**Applications Funded in Response to RFP EAD0116  
Self Sufficiency Social Services**

<b>Evaluation Score</b>	<b>Agency Name</b>	<b>Program Name</b>	<b>37-Month Funding</b>	<b>3, 12-Month Extension Options</b>	<b>Total Contract Amount</b>
118	Youth & Family Alliance (Lifeworks)	Collective Impact Continuum	\$2,428,800	\$809,600	\$4,857,600
115	Meals on Wheels and More	Meals on Wheels	\$1,302,849	\$434,283	\$2,605,698
115	Any Baby Can	Ready Families Collaborative (C-11)	\$4,459,737	\$1,486,579	\$8,919,474
115	Austin Child Guidance Center	Underserved Families Mental Health Program	\$536,376	\$178,792	\$1,072,752
114	Casa Marianella	Emergency Shelter	\$544,320	\$181,440	\$1,088,640
113	Communities in Schools	Case Management & Pebble Project	\$1,427,469	\$475,823	\$2,854,938
113	Travis County Domestic ... (SafePlace)	Expect Respect	\$494,760	\$164,920	\$989,520
113	Theatre Action Project (Creative Action)	Del Valle Collaborative Afterschool Program (C-3)	\$845,934	\$281,978	\$1,691,868
113	Family Eldercare	Living Well Collaborative (C-6)	\$514,764	\$171,588	\$1,029,528
111	Travis County Domestic ... (SafePlace)	Victim Services	\$2,166,000	\$722,000	\$4,332,000
111	Family Eldercare	Counseling Services	\$164,955	\$54,985	\$329,910
111	Caritas of Austin	BSS+ (C-12)	\$9,992,721	\$3,330,907	\$19,985,442
110	Austin Recovery	Self Sufficiency Continuum Services	\$1,371,249	\$457,083	\$2,742,498
110	Caritas of Austin	Mental and Behavioral Health Services	\$643,377	\$214,459	\$1,286,754
110	The ARC of the Capital Area	Family & Juvenile Transition Services	\$183,726	\$61,242	\$367,452
109	Family Eldercare	Money Management	\$210,000	\$70,000	\$420,000
109	Foundation Communities	Afterschool Summer Youth Program	\$420,000	\$140,000	\$840,000
109	Capital Area Food Bank	Food Bank Services	\$681,141	\$227,047	\$1,362,282
109	Foundation Communities	Tax Prep & Financial Programs	\$371,250	\$123,750	\$742,500
108	VinCare Services of Austin	Saint Louise House	\$273,000	\$91,000	\$546,000
107	Helping the Aging, Needy and Disabled (HAND)	Charitable Care/Sliding Scale	\$120,933	\$40,311	\$241,866
106	Samaritan Center	Whole Body Mental Health Services	\$285,390	\$95,130	\$570,780
106	Foundation for the Homeless	Family Rehousing Initiative	\$713,958	\$237,986	\$1,427,916
106	Austin Children's Shelter	Wrap Around Residential Program	\$264,600	\$88,200	\$529,200
105	Planned Parenthood	Sisters Saving Sisters Program	\$144,612	\$48,204	\$289,224
105	Family Eldercare	Medication Management	\$163,800	\$54,600	\$327,600

Evaluation Score	Agency Name	Program Name	37-Month Funding	3, 12-Month Extension Options	Total Contract Amount
105	Workforce Solutions	Workforce and Education Readiness Continuum (C-13)	\$7,520,967	\$2,506,989	\$15,041,934
104	Salvation Army	Pathways & Partnerships	\$681,864	\$227,288	\$1,363,728
103	Court Appointed Special Advocates (CASA)	Transitioning Youth Program	\$120,000	\$40,000	\$240,000
102	Goodwill Industries Central Texas	Ready to Work	\$2,095,977	\$698,659	\$4,191,954
99	Easter Seals	Housing Services, Early Childhood, Comprehensive Outpatient Rehab, Youth Leaving Services, Adult Services	\$1,002,735	\$334,245	\$2,005,470
97	African American Youth Harvest Foundation	Enrichment of Low Income Youth	\$489,774	\$163,258	\$979,548
97	Texas Riogrande Legal Aid	Legal Services	\$548,346	\$182,782	\$1,096,692
92	YWCA	YW Counseling & Referral Ctr (YWERC)	\$348,714	\$116,238	\$697,428
90	Austin ISD	Victory	\$615,600	\$205,200	\$1,231,200
82	Austin ISD	Primetime	\$1,921,833	\$640,611	\$3,843,666
82	Child Inc.	Early Steps to School Readiness Summer and After School Program	\$1,293,750	\$431,250	\$2,587,500
*	Council on At-Risk Youth (CARY)	Ounce of Prevention	\$480,000	\$160,000	\$960,000
*	River City Youth Foundation	Dove Springs	\$350,400	\$116,800	\$700,800
Total					\$96,391,362
* Council on At-Risk Youth (CARY) and River City Youth Foundation were disqualified from the RFA process by the Purchasing Office due to non-compliance with the solicitation requirements.					

**Program Performance Measures**

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	
	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
	<i>ID</i>	<i>Output Measure Description</i>		
	1	Total Number of Unduplicated Clients Served	1570	2780
	2	Total number of unduplicated clients served in Adult Basic Education	48	111
	3	Total number of unduplicated clients served in English-as-a-Second Language	365	693
	4	Total number of unduplicated clients served in Occupational Training	284	593

<i>Outcomes</i>	<i>Period</i>			<i>Contract Term **</i>
	<i>1</i>	<i>2*</i>	<i>3*</i>	
	<i>ID</i>	<i>Outcome Measure Description</i>		
		Number of individuals obtaining employment	315	855
2Ai		Number of individuals exiting the program	469	1271
		Percent of individuals obtaining employment	67.16	67.27
		Number of individuals who complete an educational program that improves their knowledge	404	1096
5A		Number of individuals participating in the educational program	622	1686
		Percent of individuals who complete an educational program and demonstrate improved knowledge	64.95	65.01

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be &lt; or = Sum of Periods)

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## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		
<i>Salary plus Benefits</i>	\$129,985.00	\$133,885.00	\$137,902.00		<b>\$401,772.00</b>
<i>General Operations Expenses</i>	\$173,435.00	\$169,535.00	\$165,518.00		\$508,488.00
<i>Program Subcontractors</i>	\$2,353,988.00	\$2,353,988.00	\$2,353,988.00		\$7,061,964.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	<b>\$2,527,423.00</b>	<b>\$2,523,523.00</b>	<b>\$2,519,506.00</b>		<b>\$7,570,452.00</b>
<i>Food and Beverages for Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Financial Direct Assistance to Clients</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<i>Capital Outlay Amount</i>	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
<i>Total</i>	<b>\$2,657,408.00</b>	<b>\$2,657,408.00</b>	<b>\$2,657,408.00</b>		<b>\$7,972,224.00</b>
<i>Total Period Percentage</i>	33.33	33.33	33.33		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Workforce Solutions direct line staff needed for oversight, coordination, quality control, and technical assistance.
<b>General Op Expenses</b>	Workforce Solutions will contract with Goodwill to provide the ECM, the shared client data management system. We will also contract with WIN Learning to provide an online learning system delivering foundation/basic skill and "soft" skills training. This line will also be used for supplies; staff travel and training (all in Travis County); printing and duplicating; postage and shipping; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease; equipment repair and maintenance; facility costs which include building rent and utilities; auditing services and other professional services; and other operating expenses needed by the direct line staff. This line will also support general management and administrative staff at the board who oversee the project, accomplish the fiscal requirements of the project, and support the direct line staff.
<b>Program Subcontractors</b>	8 community partners working directly with the clients to provide Occupational Skills Training, Adult Basic Education, and/or other programs. These partners will provide intake, case management, training, emergency support services, and follow up to make sure the clients coming through this program are as successful as possible. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.
<b>Staff Travel</b>	N/A
<b>Conferences</b>	N/A
<b>Food and Beverage</b>	N/A
<b>Financial Assistance</b>	N/A

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## ***Program Budget and Narrative***

*Other Assistance* N/A

*Capital Outlay* N/A

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### *Name*

American Youthworks

<i>Unduplicated Count</i>	48	43	38	129
<i>Amount</i>	\$135,365.00	\$135,365.00	\$135,365.00	\$406,095.00

### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

### *Services to be subcontracted*

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

Austin Area Urban League

<i>Unduplicated Count</i>	170	153	138	461
<i>Amount</i>	\$251,669.00	\$251,669.00	\$251,669.00	\$755,007.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

Financial Literacy, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

El Buen Samaritano

Unduplicated Count	96	87	79	262
Amount	\$78,835.00	\$78,835.00	\$78,835.00	\$236,505.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Support Services

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### Name

Foundation Communities

<i>Unduplicated Count</i>	181	163	147	491
<i>Amount</i>	\$139,920.00	\$139,920.00	\$139,020.00	\$419,760.00

### Length of Term

*Start Date* 10/1/2015

*End Date* 9/30/2018

### Services to be subcontracted

English as a Second Language, Computer Literacy, Financial Literacy, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Goodwill Industries of Central Texas

Unduplicated Count	178	161	145	484
Amount	\$524,148.00	\$524,148.00	\$524,178.00	\$1,572,444.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### *Name*

Literacy Coalition of Central Texas

<i>Unduplicated Count</i>	95	85	77	257
<i>Amount</i>	\$336,921.00	\$336,921.00	\$336,921.00	\$1,010,763.00

### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

### *Services to be subcontracted*

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

Manos de Cristo

<i>Unduplicated Count</i>	163	147	133	433
<i>Amount</i>	\$80,743.00	\$80,743.00	\$80,743.00	\$242,229.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

English as a Second Language, Computer Literacy, Spanish Literacy, Support Services

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### Name

C2GPS

Unduplicated Count	135	122	110	367
Amount	\$806,387.00	\$806,387.00	\$806,387.00	\$2,419,161.00

### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support



## CITY OF AUSTIN, TEXAS

### Purchasing Office REQUEST FOR APPLICATION (RFA)

**SOLICITATION NO:** EAD0116

**DATE ISSUED:** 2/24/14

**COMMODITY CODE:** 95243

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

**Phone:** (512) 972-4017

**E-Mail:** [Erin.D'Vincent@austintexas.gov](mailto:Erin.D'Vincent@austintexas.gov)

Questions regarding the RFA shall be sent to  
[CityHSRFA2014@austintexas.gov](mailto:CityHSRFA2014@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Self Sufficiency Social Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND  
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

**LOCATION:** Rutherford Lane Campus, Building 1 Auditorium  
1520 Rutherford Lane, Austin, TX 78754

**APPLICATION DUE PRIOR TO:** 4/24/14, 11 AM, local time

**APPLICATION CLOSING TIME AND DATE:** 4/24/14, 11 AM, local time

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**All documents shall be submitted the address below:**

City of Austin, Purchasing Office
Municipal Building
124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR  
FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Workforce Solutions Capital Area

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Alan Miller

Title: Executive Director

Signature of Officer or Authorized Representative: [Signature]

E-Mail Address: alan.miller@wfscapitalarea.com

Phone Number: (512) 597-7101

\* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN  
THE CITY OF AUSTIN  
AND  
WORKSOURCE GREATER AUSTIN AREA WORKFORCE BOARD  
DBA  
WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD  
FOR  
SOCIAL SERVICES**

**CONTRACT NO. NG150000043**

**CONTRACT AMOUNT: \$7,520,967**

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and WorkSource Greater Austin Area Workforce Board *dba* Workforce Solutions - Capital Area Workforce Board ("Contractor"), a Texas non-profit corporation, having offices at 6505 Airport Blvd., Suite 101-E, Austin, TX 78752.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Robert Kingham or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

-shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Alan Miller, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

## SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

## SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

## SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$7,520,967 (Seven Million Five Hundred Twenty Thousand Nine Hundred Sixty Seven dollars)**, and **\$2,506,989 (Two Million Five Hundred Six Thousand Nine Hundred Eighty Nine dollars)** per twelve (12) month extension option, for a total Contract amount of \$15,041,934. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed \$2,506,989 (*Two Million Five Hundred Six Thousand Nine Hundred Eighty Nine dollars*);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed \$2,506,989 (*Two Million Five Hundred Six Thousand Nine Hundred Eighty Nine dollars*);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed \$2,506,989 (*Two Million Five Hundred Six Thousand Nine Hundred Eighty Nine dollars*).

4.2 **Requests for Payment.**

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

**The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.**

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 **Payment.**

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

#### **4.8 Allowable and Unallowable Costs.**

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

#### 4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15<sup>th</sup>) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1<sup>st</sup>) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

#### **4.12 Financial Audit of Contractor.**

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
  - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
  - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the

City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

**4.12.9 Right To Audit By Office of City Auditor.**

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

**4.13 Ownership of Property.**

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

**SECTION 5. TERMINATION**

5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate

assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 6. OTHER DELIVERABLES**

- 6.1 **Insurance.** The following insurance requirements apply.

### **6.1.1 General Requirements**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin  
Health and Human Services Department  
ATTN: Community Based Resources  
P. O. Box 1088  
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000\* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

\* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

#### 6.1.2.2 **Business Automobile Liability Insurance.**

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- 6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Contractor's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

**6.1.2.4 Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

**6.2 Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination

Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

**6.2.2 Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 7. WARRANTIES**

- 7.1 Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.
- 7.2 Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

## **SECTION 8. MISCELLANEOUS**

- 8.1 Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims,

demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the

annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.

- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	WorkSource Greater Austin Area Workforce Board dba Workforce Solutions - Capital Area Workforce Board	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Alan Miller, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	6505 Airport Blvd., Suite 101-E Austin, TX 78752	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the

Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
- 8.18 **Dispute Resolution.**
- 8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as

described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**WORKSOURCE GREATER AUSTIN AREA  
WORKFORCE BOARD DBA  
WORKFORCE SOLUTIONS - CAPITAL  
AREA WORKFORCE BOARD**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

*Printed Name*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF AUSTIN**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

*PURCHASING OFFICE*

Date: \_\_\_\_\_

**EXHIBITS**

**Exhibit A – Program Forms**

- A.1** Program Work Statement
- A.2** Program Performance Measures
- A.3** Client Eligibility Requirements

**Exhibit B – Program Budget Forms**

- B.1** Program Budget and Narrative
- B.2** Program Subcontractors

**Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification**

## ***Program Work Statement***

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<b>Contract Start Date</b>	<b>9/1/2015</b>	<b>Contract End Date</b>	<b>9/30/2018</b>
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### ***Program Goals And Objectives***

WERC Helps Austin and Travis County Adults and Families Transition Out of Poverty:  
WERC prepares Austin and Travis County residents with the skills and supports they need to increase their economic prosperity and achieve self-sufficiency by providing wrap-around education and workforce development services tailored to their current needs and long-term goals.

WERC Removes Cultural and Language Barriers: WERC is committed to serving clients no matter their level of education and work-ready progression. This includes limited English proficiency and/or other communications needs.

WERC Mitigates Barriers and Challenges to Client Access: WERC makes it easy for Austin and Travis County residents to find the services they need. With ECM, a shared client database system that all WERC partners use, and service locations all over the city, career counselors are able to provide a "one-stop shop" to eligible clients. The locations that offer direct client services are:

American Youthworks:1901 E Ben White Blvd  
Austin Area Urban League:8011 Cameron Rd  
City of Austin Rosewood-Zaragosa (RZ) Neighborhood Center:2800 Webberville Rd  
City of Austin South Austin Neighborhood Center:2508 Durwood St  
City of Austin St. John Community Center:7500 Blessing Ave  
El Buen Samaritano:7000 Woodhue Dr  
Foundation Communities Sierra Ridge Apts Learning Center:201 W St Elmo Rd  
Foundation Communities Sierra Vista Apts Learning Center:4320 S Congress Ave  
Foundation Communities Trails at Vintage Creek Apts Learning Center: 7224 Northeast Dr  
Foundation Communities Community Financial Center: 2600 Stassney Ln  
Foundation Communities Trails at the Park Apts Learning Center:815 W Slaughter Ln  
Foundation Communities Trails at the M-Station Apts Learning Center:2906 E MLK Blvd  
Goodwill Community Center:1015 Norwood Park Blvd  
Goodwill Career Academy:1814 E 6th St  
Goodwill Resource Center:6505 Burleson Rd  
Literacy Coalition of Central Texas Ascend:1640 E 2nd St  
Literacy Coalition of Central Texas LifeWorks East:835 N Pleasant Valley Rd  
Literacy Coalition of Central Texas Lifeworks North:8913 Collinfield Dr  
Literacy Coalition of Central Texas Downtown:700 San Jacinto Blvd  
Literacy Coalition of Central Texas Querencia:2500 Barton Creek Blvd  
Manos de Cristo:4911 Harmon Ave  
Travis County Palm Square Community Center:100 N IH-35  
Workforce Solutions North Career Center:6505 Airport Blvd

### ***Program Clients Served***

City of Austin or Travis County residents, 16 years old or older, at or below 200% of poverty who demonstrate one or more barriers to self-sufficiency such as low literacy, low English proficiency, lack of basic education, and/or limited work skills. Clients are deemed eligible according to the City of Austin Health and Human Services Social Service Contract Client Eligibility Requirements with the following deviations:

#### **GENERAL**

If client is claiming homeless status, they do not need Proof of Residency or Income. Homeless status will be indicated on the Intake Form and documented by a Certification of Homeless Status. WERC partners will not utilize HMIS.

Documentation receipt dates are attested to by WERC staff signature and date on Intake Form.

#### **RESIDENCY**

Accepted documentation of Proof of Residency will also include a piece of mail showing client's name and address

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*Last Modified, If Applicable 4/27/2015 6:21:00 AM*

## ***Program Work Statement***

**Contract Start Date**      9/1/2015      **Contract End Date**      9/30/2018

### **INCOME**

Income eligibility determination is based on 30 days of gross calculated income within the 45 days prior to intake

If gross pay, pay date, and/or frequency of pay is not clearly indicated on a paycheck/paystub documentation, the client or case manager may attest to gross pay, pay date and/or frequency of pay by writing a note on the pay stub and dating and initialing the note, which can then be uploaded to ECM.

Self-Certification of Income for Client or Client's family member may be attested to and signed by the Client if the Client is not receiving direct financial assistance

Self-Certification of No Income for Client or Client's family member may be attested to and signed by the Client

Acceptable documentation of Proof of Income will also include an Attestation of Self-Employment Form and/or an Employer Certification of Income Form

### **RECERTIFICATION**

For a client whose family income has changed and is less than 250% of FPIG, services outlined in their current Individual Employment or Education Plan, including post-employment follow-up services and employment and retention incentives, can be completed, but no additional services or objectives may be added to the IEP.

Clients determined to be above 250% of FPIG can no longer receive City funded services and must be exited from all WERC programs. Post-employment retention follow-up services can continue in order to track retention, but no retention incentives can be offered to the client.

Outreach will be targeted to members of one or more of the following sub-groups: African-American male, Hispanic/Latina female, individuals who can benefit from educational services, individuals who have been historically under-employed, families with young children, and ex-offenders.

## ***Program Services And Delivery***

**ASSESSMENT:** Provided by all partner agencies

Partners providing direct services to clients may use the WERC Common Intake Form to assess clients for eligibility and suitability based on agreed-upon standards, such as client-reported need and barriers. Some agencies may choose to use a variation of the Intake Form, but all agencies collect the same information for all clients.

**INDIVIDUAL EMPLOYMENT OR EDUCATION PLAN:** Provided by all partner agencies

Case managers help clients develop an Individual Education or Employment Plan which includes an outline of the client's goals, past experience, strengths & barriers, and schedule of future services and activities. It both keeps the client accountable and helps the case manager track progress. In addition, if the client transfers to another agency, an IEP on file keeps the continuity of service intact.

**FOUNDATIONAL EDUCATION AND LITERACY:** Available to clients who are given a pre- and post-test to assess their need and measure their performance.

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-English as a Second Language: Speaking, Listening, Reading, and Writing instruction in English to non-native English speakers

Provided by Literacy Coalition of Central Texas-Adult Basic Education: Reading, Math, and Language instruction in English to students who score lower than 9th grade level on their pre-test

Provided by Literacy Coalition of Central Texas-GED Preparation: Reading, Math, and Language instruction in English to

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*Last Modified, If Applicable 4/27/2015 6:21:00 AM*

## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018

students who score higher than 9th grade level on their pre-test and are preparing for the GED test

Provided by Manos de Cristo-Spanish Language Literacy: Reading, Math, and Language instruction in Spanish to students who need these basic skills before learning English

Provided by El Buen Samaritano, Manos de Cristo, and Foundation Communities-Computer Literacy: Basic Computer Skills instruction in English or Spanish to students who need additional computer skills for employment

Embedded in the curriculum of all partners and as a stand-alone service at Austin Area Urban League and Foundation Communities-Financial Literacy: Instruction in English or Spanish covering topics such as How to Open a Bank Account, How to Develop a Budget, What Does Your Credit Score Mean?

JOB TRAINING: Available to clients who complete pre- training assessment to ensure they are an appropriate candidate for a training program that will lead to employment

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Foundation Communities, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragoza Neighborhood Center)- Instruction in approved low-, medium-, and high-skill industries such as truck driving, bookkeeping, network administrators, paralegal, HVAC installation, computer information systems, and registered nursing

WORKFORCE DEVELOPMENT: Available to clients who have expressed an interest in obtaining employment or increasing their income

Provided by Austin Area Urban League, American Youthworks, Literacy Coalition of Central Texas, Foundation Communities, Goodwill Industries, and Workforce Solutions (including those locations at the South Austin Community Center, St John Community Center, Palm Square, and the Rosewood-Zaragoza Neighborhood Center)-Customized job search assistance, retention follow-up, one-on-one case management, and job search tools and workshops such as How to Build a Resume, How to Interview, and Goal Setting

SUPPORT SERVICES: Clients who are actively enrolled in and participating in WERC services may also receive the following supportive services to assist them in continuing their training program or finding or maintaining employment

May be provided by all partner agencies as long as clients meet additional eligibility requirements; specifically, they must be able to provide income documentation (i.e. they cannot use a Self-Certification of Income as Proof of Income) and demonstrate need-Identification Assistance: Financial assistance for a driver's license or copy of a birth certificate is provided to help clients obtain identification documentation needed for employment; Placement/Retention Incentives: Clients receive incentives for reaching employment milestones as a "funding bridge" before first paychecks and during the first 6 months of employment. Proof of milestones is required; Work Preparation Assistance: Clients receive assistance to obtain items necessary for interviewing or employment, such as uniforms, tools, work-appropriate attire, or a TABC/OSHA/Food Handler's Certificate. Proof of an impending interview or job offer is required.

Provided by all partner agencies-Emergency Assistance: Clients receive assistance for emergency housing costs, basic and essential utilities, and car expenses. Extensive documentation that demonstrates need for service is required

Provided by all partner agencies to clients eligible for childcare services-Childcare Assistance: WERC clients are considered part of Priority Group 3 to access federal childcare funds without expending any WERC funds. Priority Group 3 allows for preferential placement over non-prioritized individuals.

TRANSITION AND TRACKING: Provided by all partner agencies-Partners assist clients in transitioning into the next phase of the client's Individual Employment or Education Plan. WERC clients placed in employment are tracked for 6 months in order to ensure that clients reach self-sufficiency goals. The shared database, ECM, and agencies' access to other databases assist in client tracking.

### ***System for Collecting and Reporting Program Data***

**Created** 4/21/2015 11:41:00 AM

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## ***Program Work Statement***

**Contract Start Date** 9/1/2015 **Contract End Date** 9/30/2018

A key component of WERC's collaborative structure is ECM, a shared client data management system which includes eligibility documentation and allows partners to track clients, services, referrals, expenditures, and outcomes. ECM includes, at minimum, the following components: Client Intake / Eligibility, Case Notes, Priority Sub-Group Identification, Needs Assessment, Service / Employment Planning, Service Tracking (types of service provided, dates, provider, outcomes, etc.), Scheduling, Performance Reports, Management Reports, Referrals and Service Tracking, Information Security, and Privacy Support. As soon as data is entered into ECM, it is available to anyone in the collaborative who needs access to it. Managers can run reports on caseloads or performance at any time and case managers receiving referrals from other agencies have access to eligibility documentation and service plans. ECM also allows the WERC Contract manager and the WFS Data Analyst to run reports for the Quarterly Reports entered in CTK, performance reports presented to the Board of Directors, and any other ad hoc reports.

### ***Performance Evaluation***

Performance is continuously evaluated to ensure WERC is meeting its goals:

Monthly: WERC Contract Manager analyzes individual agency performance pulled from ECM and expenditure reports prepared by Workforce Solutions' accounting team.

Monthly: Individual and project-wide program performance data and information from the month is compiled and communicated to Deputy Executive Director.

Monthly: WERC performance data and any outstanding issues are relayed to the Board of Directors for discussion if needed.

Quarterly, partners who do not produce reasonable results or who are under- or over-expended may be placed on a Performance Improvement Plan (PIP). ECM data is used to determine where performance issues originate (intake, retention, completion rates, etc.) and can help drive the corrective actions in the PIP.

In addition, the WERC definition for denominator of the outcome indicating the percent of individuals who complete an educational program and demonstrate improved knowledge, is the number of clients completing an educational program.

### ***Quality Improvement***

All partners participate in refining every aspect of WERC, from outreach to retention tracking. Partners have multiple opportunities to provide quality improvement feedback that improves service delivery. These meetings address every level of program administration to guarantee feedback from everyone involved in WERC. Constant communication between management and staff ensure continuous quality improvement.

WERC Contract Management Team: weekly meeting with WERC Contract Manager and Quality Assurance Specialist to discuss internally any issues or concerns that may have surfaced during the previous week.

One-on-One Performance Meeting: monthly meeting between Workforce Solutions' WERC contract manager and the program manager of an agency to discuss performance, budget, improvement strategies, and any concerns specific to that agency.

Frontline Staff: monthly meeting with Workforce Solutions' WERC Contract Manager, Quality Assurance Specialist and direct service staff from all agencies to discuss issues or concerns that are common throughout the Continuum.

Advisory Council: quarterly meeting with Workforce Solutions' management team and the executive directors of each agency to discuss the "big picture" and future of the project.

ECM and Data Entry Training: monthly training with ECM staff and WERC Quality Assurance Specialist for all new employees to ensure they are fully trained and the correct eligibility policies are being followed.

### ***Service Coordination with Other Agencies***

WERC actively encourages partners to co-enroll WERC clients into non-WERC programs when appropriate. Austin Community College, Skillpoint, and the agencies in the BSS+ Coalition do not have a WERC budget but have agreed to

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*Last Modified, If Applicable* 4/27/2015 6:21:00 AM

## ***Program Work Statement***

**Contract Start Date** 9/1/2015      **Contract End Date** 9/30/2018

provide assistance to WERC staff to ease the transition of clients into their services. In addition, some WERC agencies also administer the federal funds for the Workforce Investment Act (WIA), the Supplemental Nutrition Assistance Program (SNAP), Choices (formally the Temporary Assistance for Needy Families -TANF), and subsidized childcare services in Austin and Travis County. As such, WERC can ensure co-enrollment for eligible and suitable clients into those public benefit programs, leveraging City funds to maximize client access to services not available through the WERC Continuum.

### ***Service Collaboration with Other Agencies***

There will be a formal agreement between each WERC partner and Workforce Solutions that specifies the vital role each play as part of the Workforce and Education Readiness Continuum. This agreement includes an assurance that each WERC agency will accept referrals from another WERC agency as resources allow. This allows clients who choose to move through the Continuum to take advantage of the wide variety of services available. Moving through the continuum may not be appropriate for everyone, but WERC staff encourages clients to take advantage of the wide variety of services available at different partner agencies.

The partners in WERC share a client database management system (ECM) as the backbone to the referral system infrastructure. ECM promotes and strengthens collaboration through data sharing, coordination, and service delivery, while supporting the transition of clients along the continuum of services. Clients no longer have to collect the same documentation as they move between providers and programs within the Continuum. ECM also allows partners to ensure they are not duplicating services, including support services, for any one client.

### ***Community Planning Activities***

Workforce Solutions' Executive Director serves on the Community Action Network (CAN) Board of Directors, and is the past-chair. Further, Workforce Solutions is a board member for the Capital Area Economic Development District affiliated with CAPCOG. In addition, WFS is strategically linked to the following key community plans that impact WERC's proposed services:

**Two-Gen Advisory Committee:** The Two-Gen Advisory Committee is comprised of planners and funders, including the City of Austin, Travis County, and Workforce Solutions. The committee seeks to support policy and funding decisions that expand access to dual generational education and child development programming. WERC benefits from participation because it can improve its services to families through best practices it adopts from this committee's work.

**ReadyBy21(RB21):**Workforce Solutions provides contractual funding that allows RB21 to maintain dedicated staff and resources to support the community's efforts to prepare our next generation for school and work. Workforce Solutions brings strategic value by sitting in the middle of efforts between RB21 and WERC's activities and planning efforts.

**Austin Opportunity Youth Collaborative (AOYC):**Workforce Solutions serves as the backbone entity for this collective impact model that seeks to re-engage opportunity youth (defined as young adults between the ages of 16-24) in career pathways. Most WERC partners are also members of AOYC, with direct alignment between planning efforts.

**Workforce Strategic Plan:** Workforce Solutions has assembled other planners and funders, including the City of Austin and Travis County, to adopt workforce system standards with the goal of preparing skilled job seekers for employment in a competitive business community. Workforce Solutions commits to aligning all it does, most notably WERC, with the community system standards that are adopted out of this community planning process.

## Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>I</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>I</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	1500	1500	1500	2710
2	Total number of unduplicated clients served in Adult Basic Education	45	45	45	108
3	Total number of unduplicated clients served in English-as-a-Second Language	350	350	350	678
4	Total number of unduplicated clients served in Occupational Training	260	260	260	569

<i>Outcomes</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>I</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Outcome Measure Description</i>				
	Number of individuals obtaining employment	315	284	256	855
2Ai	Number of individuals exiting the program	469	422	380	1271
	Percent of individuals obtaining employment	67.16	67.3	67.37	67.27
	Number of individuals who complete an educational program that improves their knowledge	404	364	328	1096
5A	Number of individuals participating in the educational program	622	560	504	1686
	Percent of individuals who complete an educational program and demonstrate improved knowledge	64.95	65	65.08	65.01

\* Goal Served May Include Carry-Over From Previous Period

\*\* Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

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# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

**UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.**

#### **GENERAL**

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
  - ◆ Annual certification of client eligibility
  - ◆ Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
  - ◆ If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
  - ◆ Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
  - ◆ Clients in programs serving victims of violence are not subject to residency or income requirements
  - ◆ Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

#### **IDENTITY**

- Client must provide proof of identity in order to receive City-funded services, documented by:
  - ◆ A government –issued identification; or
  - ◆ A signed Self-Declaration of Identity supported by client residency documentation

#### **RESIDENCY**

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
  - ◆ Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
  - ◆ Residency eligibility must be verified by one or more of the following sources:
    - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
    - Travis County Appraisal District website (<http://www.traviscad.org>)

# City of Austin Health and Human Services

## Social Service Contracts

### Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) ([www.usps.com](http://www.usps.com))

#### **INCOME**

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
  - For the purposes of determining eligibility for City-funded services, a family unit consists of:
    - A person living alone:
      - An adult living alone
      - A minor child living alone or with others who are not responsible for the child's support
    - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
      - Two persons in a domestic partnership, or legal or common-law marriage
      - One or both legal parents and minor children
      - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

#### **(1) Included Income:**

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

#### **(2) Excluded Income:**

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

# **City of Austin Health and Human Services**

## **Social Service Contracts**

### **Client Eligibility Requirements**

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
  - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
  - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

**Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.**

## Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$151,496.00	\$155,782.00	\$160,069.00		<b>\$467,347.00</b>
General Operations Expenses	\$174,386.00	\$170,100.00	\$165,813.00		\$510,299.00
Program Subcontractors	\$2,181,107.00	\$2,181,107.00	\$2,181,107.00		\$6,543,321.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$2,355,493.00	\$2,351,207.00	\$2,346,920.00		<b>\$7,053,620.00</b>
Food and Beverages for Clients	\$0.00	\$0.00	\$0.00		\$0.00
Financial Direct Assistance to Clients	\$0.00	\$0.00	\$0.00		\$0.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Capital Outlay Amount	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Total	\$2,506,989.00	\$2,506,989.00	\$2,506,989.00		<b>\$7,520,967.00</b>
Total Period Percentage	33.33	33.33	33.33		

### Detailed Budget Narrative

<b>Salaries plus Benefits</b>	Workforce Solutions direct line staff needed for oversight, coordination, quality control, and technical assistance.
<b>General Op Expenses</b>	Workforce Solutions will contract with Goodwill to provide the ECM, the shared client data management system. We will also contract with WIN Learning to provide an online learning system delivering foundation/basic skill and "soft" skills training. This line will also be used for supplies; staff travel and training (all in Travis County); printing and duplicating; postage and shipping; telephone and communications; insurance other than benefits needed to operate a program for the City of Austin; equipment lease; equipment repair and maintenance; facility costs which include building rent and utilities; auditing services and other professional services; and other operating expenses needed by the direct line staff. This line will also support general management and administrative staff at the board who oversee the project, accomplish the fiscal requirements of the project, and support the direct line staff.
<b>Program Subcontractors</b>	8 community partners working directly with the clients to provide Occupational Skills Training, Adult Basic Education, and/or other programs. These partners will provide intake, case management, training, emergency support services, and follow up to make sure the clients coming through this program are as successful as possible. Child Care will be provided to some clients in conjunction with the Child Care program that Workforce Solutions operates under the Child Care Development Funds.
<b>Staff Travel</b>	N/A
<b>Conferences</b>	N/A
<b>Food and Beverage</b>	N/A
<b>Financial Assistance</b>	N/A

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## ***Program Budget and Narrative***

*Other Assistance* N/A

*Capital Outlay* N/A

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

American Youthworks

Unduplicated Count	45	40	36	121
Amount	\$124,200.00	\$124,200.00	\$124,200.00	\$372,600.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Austin Area Urban League

Unduplicated Count	162	145	130	437
Amount	\$235,000.00	\$235,000.00	\$235,000.00	\$705,000.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

Financial Literacy, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

El Buen Samaritano

Unduplicated Count	90	81	73	244
Amount	\$74,373.00	\$74,373.00	\$74,373.00	\$223,119.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Support Services

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### Name

Foundation Communities

Unduplicated Count	171	154	139	464
Amount	\$132,000.00	\$132,000.00	\$132,000.00	\$396,000.00

#### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

#### Services to be subcontracted

English as a Second Language, Computer Literacy, Financial Literacy, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### *Name*

Goodwill Industries of Central Texas

<i>Unduplicated Count</i>	165	149	134	448
<i>Amount</i>	\$487,200.00	\$487,200.00	\$487,200.00	\$1,461,600.00

### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

### *Services to be subcontracted*

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	Period			Contract
	1	2	3	Term
Start Date	10/1/2015	10/1/2016	10/1/2017	9/1/2015
End Date	9/30/2016	9/30/2017	9/30/2018	9/30/2018

## Subcontractor's Information

### Name

Literacy Coalition of Central Texas

Unduplicated Count	90	81	73	244
Amount	\$317,850.00	\$317,850.00	\$317,850.00	\$953,550.00

### Length of Term

Start Date 10/1/2015

End Date 9/30/2018

### Services to be subcontracted

English as a Second Language, Adult Basic Education, GED Preparation, Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

Manos de Cristo

<i>Unduplicated Count</i>	153	138	124	415
<i>Amount</i>	\$76,173.00	\$76,173.00	\$76,173.00	\$228,519.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

English as a Second Language, Computer Literacy, Spanish Literacy, Support Services

## Program Subcontractors

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

### Subcontractor's Information

#### *Name*

C2GPS

<i>Unduplicated Count</i>	120	106	84	310
<i>Amount</i>	\$734,311.00	\$734,311.00	\$734,311.00	\$2,202,933.00

#### *Length of Term*

*Start Date* 10/1/2015

*End Date* 9/30/2018

#### *Services to be subcontracted*

Occupational Training, Case Management, Job Readiness Instruction, Resume & Interviewing Workshops, Job Search Assistance, Support Services, Job Retention Support